

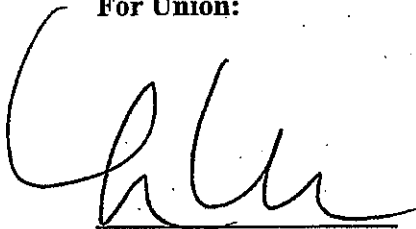
ARTICLE 22

USE OF STATE VEHICLES

22.1 Employees are responsible for providing their own transportation between their home and duty station or field site. However, the Employer may authorize an employee to take a state vehicle home, in accordance with Office of Financial Management regulations. The Employer understands and agrees to fulfill its collective bargaining responsibility in regards to this matter.

22.2 Employees shall be notified upon hire of the necessity to use their personal vehicle for state business, if such use is on a regular/frequent basis. The Employer agrees to compensate employees in accordance with OFM regulations for the use of their personal vehicle in the state's interest. Employees shall not be required to ride in another person's vehicle.

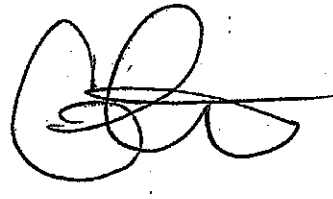
For Union:



Date

8/22/06

For Employer:



Date

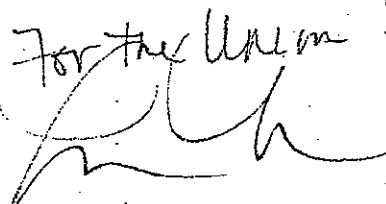
8/22/06

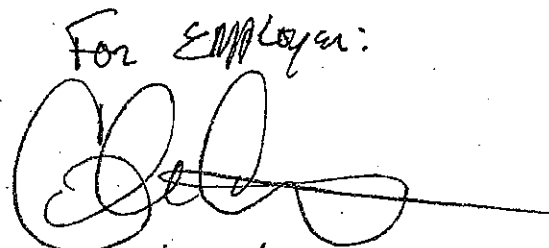
ARTICLE 23

OFF-DUTY CONDUCT

23.1 The off-duty activities of an employee may not be grounds for disciplinary action unless said activities are a conflict of interest as set forth in RCW 42.52, or a nexus exists between the employee's activities and employment. Employees shall report all arrests and any court-imposed sanctions or conditions that affect their ability to perform assigned duties to their appointing authority within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

23.2 Protected activities will not be grounds for discipline or retaliation.

For the Union:  
  
7/24/06

For Employer:  
  
7/24/06

**ARTICLE 24**

**EMPLOYEE ACTIVITY AND PRIVACY**

1  
2  
3  
4  
5 **24.1** The Employer will take all reasonable efforts to maintain the confidentiality of  
6 personal information about an employee. Confidential information obtained by  
7 the Employer about an employee must not be improperly divulged.  
8

9 **24.2** The Employer will not release confidential personal and/or contact information in  
10 any files maintained for employees to third parties, to the extent that disclosure  
11 would violate an employee's right to privacy, unless disclosure is at the request of  
12 the Employee or compelled by law or court order.  
13

14 **24.3** The Employer will promptly notify an employee when the Employer receives a  
15 request by a third party, other than law enforcement or court order, to release  
16 confidential, personal information about an employee or the Employer proposes  
17 to release such information on its own initiative. Notice will be provided to the  
18 employee sufficiently in advance of the release of any such information so that, if  
19 necessary, the employee may reasonably contest the release of the information.  
20

21 **24.4 Health Care Information**

22 The Employer will not require employees to provide information about the health  
23 or medical condition of the employee or the employee's family unless such  
24 information is specifically and directly related to the performance of duties within  
25 the scope of employment, fitness to hold the employee's position or the providing  
26 of benefits requested by the employee. Health and medical information obtained  
27 by the Employer will be maintained in a separate, confidential file and access to  
28 this information by the Employer's personnel will be limited to those persons with  
29 a legitimate business or legal need to know. Employees will not be requested to  
30 sign a general or unlimited waiver of medical confidentiality.  
31

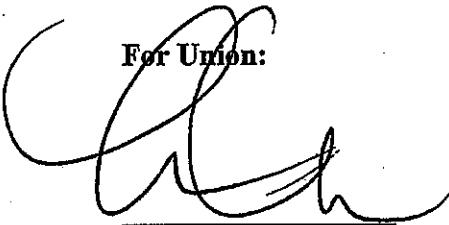
1 24.5 Employees may make de minimis personal use of the Employer's telephones,  
2 computers, e-mail system, and facilities in a manner consistent with WAC  
3 292.110.010. De minimis is defined as: there is little or no cost to the state; any  
4 use is brief in duration, and is infrequent and is the most effective use of time or  
5 resources; the use does not interfere with the performance of the officer's or  
6 employee's official duties; the use does not disrupt or distract from the conduct of  
7 state business due to volume or frequency; the use does not disrupt other state  
8 employees and does not obligate them to make a personal use of state resources;  
9 and the use does not compromise the security or integrity of state property,  
10 information, or software.

11  
12 24.6 Employees may make and receive telephone calls on their personal cell phones,  
13 provided this activity does not unreasonably interfere with the performance of the  
14 employee or the agency.

15  
16 24.7 Employees generally will not be subjected to video monitoring in the workplace  
17 without notice by the Employer. Where the Employer has reasonable grounds to  
18 believe that an employee is engaging in misconduct, the Employer may use video  
19 monitoring without prior notice as part of a specific investigation, provided:

- 20  
21 A. The Employer prepares a written investigation plan describing the reason,  
22 duration and scope of the investigation; and  
23  
24 B. The video monitoring is narrowly tailored to meet the purpose of the  
25 investigation.

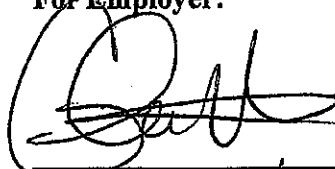
26  
27 For Union:

28 

29  
30 Date

31 8/22/06

For Employer:



Date

8/22/06

**ARTICLE 25**  
**RESIDENCY REQUIREMENT – WSP AND LCB**

**25.1 Applicability**

This Article applies only to Washington State Patrol Bargaining Units and Liquor Control Board Liquor Enforcement Officers.

**25.2 Employees Subject to Emergency Callout But no Assigned State Vehicle**

A. Employees who because of the nature of their duties may be subject to emergency callout, will be allowed to live seventy-five (75) miles from their duty station;

B. The Internet program Expedia.com (shortest route) will be the official measurement of the distance from the duty station to the employee's residence. If Expedia.com does not recognize a street name or address, the employee will be responsible for finding the nearest address that Expedia.com does recognize and then driving the remaining distance with his or her supervisor to determine whether the residence is within the 75-mile limitation;

C. The mileage determination on Expedia.com will not contain water (ferry) miles, airline, straight line or any other method of mileage measurement other than all-season maintained streets recognized by Expedia.com. In the case of a new street, the employee will have to get a determination from his/her supervisor whether the street meets the definition of an all-season maintained street, road, highway, etc.; and

D. This Section will not affect anyone who has been previously approved for a waiver of the mileage limitations; however, if an individual moves from his or her previously approved residence, the new residence location must comply with this Article.

1  
2 **25.3 Employees With Assigned Take Home Vehicles**

3 A. WSP employees with assigned take-home vehicles shall live within forty-  
4 five (45) miles of their assigned district, division, or duty station. Liquor  
5 Enforcement Officers shall live within forty-five (45) miles of their  
6 assigned duty station.

7  
8 B. The Internet program Expedia.com (fastest route) will be the official  
9 measurement of the distance from the division, district or assigned duty  
10 station, to the employee's residence. If Expedia.com does not recognize a  
11 street name or address, the employee will be responsible for finding the  
12 nearest address that Expedia.com does recognize and then driving the  
13 remaining distance with his or her supervisor to determine whether the  
14 residence is within the mileage limitations.

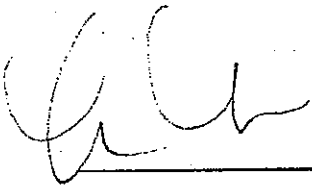
15  
16 C. The mileage determination on Expedia.com will not contain water (ferry)  
17 miles, airline, straight line or any other method of mileage measurement  
18 other than all-season paved, maintained streets recognized by  
19 Expedia.com that are generally open, passable and available to be used by  
20 bargaining unit members to travel to and from their division, district or  
21 assigned duty station at the beginning and end of each shift for twelve (12)  
22 months each year. In the case of a new street, the employee will have to  
23 get a determination from his or her supervisor as to whether the street  
24 meets the definition of an all-season, maintained, paved street, road,  
25 highway, etc.; and

26  
27 D. Any employee who decides to take advantage of the terms of this Article  
28 will be required to send an Interoffice Communication (IOC) through the  
29 chain-of-command, which must be approved by the Bureau  
30 Director/Assistant Chief, before moving. The IOC will provide notice of  
31 the intent to move to a residence under the terms of this Article,

1 accompanied by a copy of the Expedia.com map showing that the new  
2 residence complies with the terms of this Article.

3  
4 E. This Section will not affect anyone who has been previously approved for  
5 a waiver of the mileage limitations; however, if an individual moves from  
6 his or her previously approved residence, the new residence location must  
7 comply with this Article.  
8  
9  
10

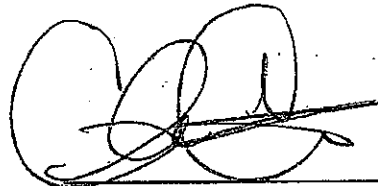
11 **For Union:**

12  
13  
14  
15 

16 **Date**

17 7/24/06  
18

**For Employer:**



**Date**

7/24/06

**ARTICLE 26**

**DISCIPLINE**

**26.1** The Employer will not discipline any permanent employee without just cause.

**26.2** Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such.

**26.3** When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee.

**26.4** All agency policies regarding investigatory procedures related to alleged staff misconduct are superseded. The Employer has the authority to determine the method of conducting investigations.

**26.5** Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a union representative at a pre-disciplinary meeting. Pre-disciplinary meetings will be offered prior to imposing reductions in pay, suspensions, demotions and discharges. Employees seeking representation are responsible for contacting their representative.

**26.6** Prior to imposing discipline other than reprimands, the Employer will inform the employee in writing of the reasons for contemplating discipline and an explanation of the evidence. The Employer will provide the Union with a copy. The employee will be provided an opportunity to respond either at a meeting scheduled by the Employer, or in writing if the employee prefers. A pre-disciplinary meeting with the Employer will be considered time worked.



1  
2 26.7 The Employer will provide an employee with seven (7) calendar days' written  
3 notice prior to the effective date of a reduction in pay, demotion, or dismissal. An  
4 employee being suspended must be notified in writing no later than one (1) day  
5 before the suspension takes place.  
6

7 26.87 The Employer has the authority to impose discipline, which is then subject to the  
8 grievance procedure set forth in Article 27. Oral and written reprimands,  
9 however, may be processed only through the agency head step of the grievance  
10 procedure.  
11

12 **26.98 Removal of Documents**

13 A. Written reprimands will be removed from an employee's personnel file  
14 after three (3) years if:

- 15  
16 1. Circumstances do not warrant a longer retention period; and  
17  
18 2. There has been no subsequent discipline; and  
19  
20 3. The employee submits a written request for its removal.  
21

22 B. Records of disciplinary actions involving reductions-in-pay, suspensions,  
23 or demotions, and written reprimands not removed after three (3) years  
24 will be removed after six (6) years if:

- 25  
26 1. Circumstances do not warrant a longer retention period; and  
27  
28 2. There has been no subsequent discipline; and  
29  
30 3. The employee submits a written request for its removal.  
31

Nothing in this Section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450.

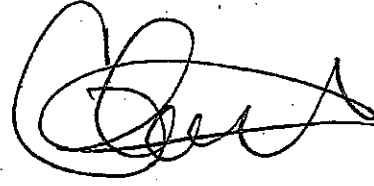
For Union:



Date

8/17/06

For Employer:



Date

8/17/06

ARTICLE 27

GRIEVANCE PROCEDURE

27.1 Terms and Requirements

The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for problem resolution.

A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. The term "grievant" as used in this Article includes the term "grievants."

B. Filing a Grievance

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees.

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing. Transmittal of grievances, appeals, and responses may be filed by fax or email.

1 The original document filed electronically shall be mailed to the recipient  
2 on the same day the electronic copy is transmitted. In any case, filing by  
3 personal delivery to the recipient is acceptable.  
4

5 D. Failure to Meet Timelines

6 Failure by the Union to comply with the timelines will result in the  
7 automatic withdrawal of the grievance. Failure by the Employer to  
8 comply with the timelines will entitle the Union to move the grievance to  
9 the next step of the procedure.  
10

11 E. Contents

12 The written grievance must include the following information or it will not  
13 be processed:  
14

- 15 1. The nature of the grievance;
- 16
- 17 2. The facts upon which it is based;
- 18
- 19 3. The specific article and section of the Agreement violated;
- 20
- 21 4. The specific remedy requested; and
- 22
- 23 5. The name of the grievant(s) and;
- 24
- 25 6. The name and signature of the Union representative.
- 26

27 F. Modifications

28 No newly alleged violations may be made after the initial written  
29 grievance is filed, except by written mutual agreement.  
30  
31

1 G. Resolution

2 If the Employer provides the requested remedy or a mutually agreed-upon  
3 alternative, the grievance will be considered resolved and may not be  
4 moved to the next step.  
5

6 H. Withdrawal

7 A grievance may be withdrawn at any time.  
8

9 I. Resubmission

10 If resolved or withdrawn, a grievance cannot be resubmitted.  
11

12 J. Pay

13 Job representatives will be provided a reasonable amount of time during  
14 their normal working hours to investigate and process grievances through  
15 the agency head level. Grievants and job representatives will not lose pay  
16 for attending scheduled: (1) informal dispute resolution meetings; (2)  
17 grievance meetings; (3) alternative dispute resolution sessions; (4) and  
18 arbitration hearings held during their scheduled work time. Grievants will  
19 not be paid for informal dispute resolution meetings, grievance meetings,  
20 alternative dispute resolution sessions, and arbitration hearings held during  
21 their off-duty time.  
22

23 K. Group Grievances

24 No more than five (5) grievants will be permitted to attend a single  
25 grievance meeting.  
26

27 L. Consolidation

28 The Employer may consolidate grievances arising out of the same set of  
29 facts.  
30  
31

1 M. Bypass

2 Any of the steps in this procedure may be bypassed with mutual written  
3 consent of the parties involved at the time the bypass is sought.  
4

5 N. Discipline

6 Disciplinary grievances will be initiated at the level at which the disputed  
7 action was taken.  
8

9 O. Grievance Files

10 Written grievances and responses will be maintained separately from the  
11 personnel files of the employees.  
12

13 P. Alternative Resolution Methods

14 Any time during the grievance process, by mutual consent, the parties may  
15 use alternative methods to resolve the dispute. If the parties agree to use  
16 alternative methods, the time frames in this Article are suspended. If the  
17 selected alternative method does not result in a resolution, the Union may  
18 return to the grievance process and the time frames resume.  
19

20 **27.2 Filing and Processing**

21 A. Filing

22 A grievance must be filed within thirty (30) days of the occurrence giving  
23 rise to the grievance, or the date the grievant knew or could reasonably  
24 have known of the occurrence. This thirty (30) day period will be used to  
25 attempt to informally resolve the dispute.  
26

27 B. Processing

28 **Step 1:** If the issue is not resolved informally, the Union may present a  
29 written grievance to the supervisor or designee with a copy to the Human  
30 Resources Office, within the thirty (30) day period described above. The  
31 responsible supervisor, manager or designee will meet or confer by

1 telephone with a union representative and the grievant within fifteen (15)  
2 days of receipt of the grievance, and will respond in writing to the Union  
3 within fifteen (15) days after the meeting or conference.  
4

5 **Step 2:** If the grievance is not resolved at Step 1, the Union may move it  
6 to the next step by filing it with the appointing authority, with a copy to  
7 the Human Resources Office, within fifteen (15) days of the grievant's  
8 receipt of the Step 1 decision. The appointing authority or designee will  
9 meet or confer by telephone with a union representative and the grievant  
10 within fifteen (15) days of receipt of the appeal and will respond in writing  
11 to the Union within fifteen (15) days after the meeting or conference.  
12

13 **Step 3:** If the grievance is not resolved at Step 2, the Union may move it  
14 to the next step by filing it with the agency head, with a copy to the  
15 Human Resources Office, within fifteen (15) days of the Union's receipt  
16 of the Step 2 decision. The agency head or designee will meet or confer  
17 by telephone with a union representative and the grievant within fifteen  
18 (15) days of receipt of the appeal, and will respond in writing to the Union  
19 within fifteen (15) days after the meeting or conference.  
20

21 **Step 4:** If the grievance is not resolved at Step 3, the Union may file a  
22 demand for arbitration (with a copy of the grievance and all responses  
23 attached). It will be filed with the Director of the OFM Labor Relations  
24 Office (OFM/LRO) and the agency head/designee within fifteen (15) days  
25 of receipt of the Step 3 decision. Within fifteen (15) days of the receipt of  
26 the arbitration demand, the OFM/LRO will:  
27

- 28 1. Schedule a pre-arbitration review meeting with—the  
29 OFM/LRO Director or designee, the agency's Human  
30 Resource Office representative, and the Union's  
31 representative to review and attempt to settle the dispute.

- 1  
2 2. If the matter is not resolved in this pre-arbitration review,  
3 within 15 days of the meeting, the Union may file a  
4 demand to arbitrate the dispute with the American  
5 Arbitration Association (AAA).  
6

7 C. Selecting an Arbitrator

8 The parties will select an arbitrator by mutual agreement or by alternately  
9 striking names supplied by the AAA, and will follow the Labor  
10 Arbitration Rules of the AAA unless they agree otherwise in writing.  
11

12 D. Authority of the Arbitrator

- 13 1. The arbitrator will:  
14  
15 a. Have no authority to add to, subtract from, or modify any  
16 of the provisions of this Agreement;  
17  
18 b. Be limited in his or her decision to the grievance issue(s)  
19 set forth in the original written grievance unless the parties  
20 agree to modify it;  
21  
22 c. Not make any decision that would result in the violation of  
23 this Agreement;  
24  
25 d. Not make any award that provides an employee with  
26 compensation greater than would have resulted had there  
27 been no violation of this Agreement;  
28  
29 e. Not have the authority to order the Employer to modify his  
30 or her staffing levels or to direct staff to work overtime.  
31



1           2.     The arbitrator will hear arguments on and decide issues of  
2                 arbitrability before the first day of arbitration at a time convenient  
3                 for the parties, immediately prior to hearing the case on its merits,  
4                 or as part of the entire hearing and decision-making process. If the  
5                 issue of arbitrability is argued prior to the first day of arbitration, it  
6                 may be argued in writing or by telephone, at the discretion of the  
7                 arbitrator. Although the decision may be made orally, it will be  
8                 put in writing and provided to the parties.

9  
10           3.     The decision of the arbitrator will be final and binding upon the  
11                 Union, the Employer and the grievant.

12  
13     E.     Arbitration Costs

14           1.     The expenses and fees of the arbitrator, and the cost (if any) of the  
15                 hearing room will be shared equally by the parties.

16  
17           2.     If the arbitration hearing is postponed or canceled because of one  
18                 party, that party will bear the cost of the postponement or  
19                 cancellation. The costs of any mutually agreed upon  
20                 postponements or cancellations will be shared equally by the  
21                 parties.

22  
23           3.     If either party desires a record of the arbitration, a court reporter  
24                 may be used. If that party purchases a transcript, a copy will be  
25                 provided to the arbitrator, free of charge. If the other party desires  
26                 a copy of the transcript, it will pay for half of the costs of the fee  
27                 for the court reporter, the original transcript and a copy.

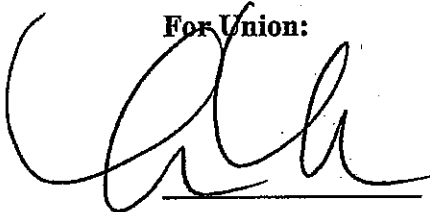
28  
29           4.     Each party is responsible for the costs of its attorneys, staff  
30                 representatives, and all other costs related to the development and  
31                 presentation of their case. When an employee is subpoenaed as a

1 witness on behalf of the Union in an arbitration case, the employee  
2 may appear without loss of pay if he or she appears during his or  
3 her work time. Such subpoenaed witnesses will appear for only the  
4 time necessary to participate in the arbitration as required by the  
5 parties. Every effort shall be made to avoid the presentation of  
6 repetitive witnesses. The Union is responsible for paying any travel  
7 or per diem expenses for its witnesses, the grievant and the job  
8 representative. Grievants and their witnesses will not be paid for  
9 preparation for arbitration hearings, but may use leave for such  
10 activities.  
11

12 **27.3 Election of Remedies**

13 Arbitrating a claim under this Article constitutes a waiver of the right to pursue  
14 the same claim before the Equal Employment Opportunity Commission, the  
15 Human Rights Commission, or in a judicial or other forum. Pursuit of a claim  
16 before the Equal Employment Opportunity Commission, the Human Rights  
17 Commission, or in a judicial or other forum constitutes a waiver of the right to  
18 pursue the claim through arbitration under this Article.  
19  
20

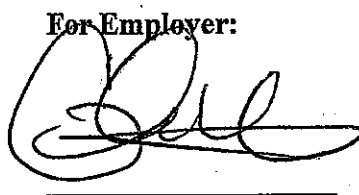
21 For Union:

22 

23 Date

24 8/22/06

25 For Employer:

26 

27 Date

8/22/06

ARTICLE 28

LEGAL DEFENSE

**28.1 Employee Liability**

If bargaining unit employees become defendants in civil liability suits arising out of actions taken or not taken in the course of their employment for the state, they have the right to request representation and indemnification through their agency according to RCW 4.92.060 and .070.

**28.2 Personal Property Reimbursement**

Employees may seek reimbursement for personal property items damaged in the proper performance of their official duties, and the Employer will process requests in accordance with RCW 4.92.100.

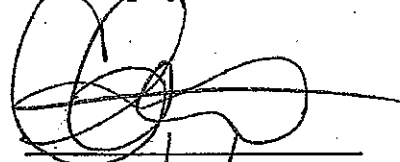
For Union:



Date

8/15/06

For Employer:



Date

8/14/06

**ARTICLE 29**  
**PERSONNEL FILES AND OTHER EMPLOYEE INFORMATION**

29.1 There will be one (1) official personnel file maintained for each employee by the Employer. The location of personnel files will be determined by the employing agency. All references to "supervisory file" in this Agreement refer to the file kept by the employee's first-line supervisor.

29.2 An employee may examine his or her own personnel and supervisory files. Written authorization from the employee is required before any representative of the employee will be granted access to the personnel file. The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file that he or she considers objectionable. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or his or her representative.

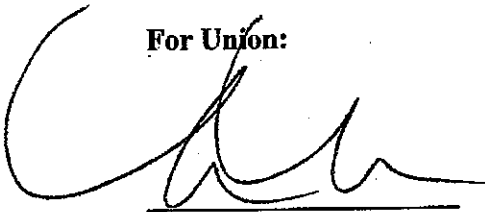
29.3 A copy of any material to be placed in an employee's personnel file that might lead to disciplinary action will be provided to the employee. An employee may have documents relevant to his or her work performance placed in his or her personnel file.

29.4 Adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from the employee's personnel file. The Employer may retain this information in a legal defense file and will only be used or released when required by regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or otherwise required by law.

1 29.5 Medical files will be kept separate and confidential in accordance with state and  
2 federal law.

3  
4 29.6 Immediate supervisors may keep a working file of documentation relevant to  
5 employee performance. The previous year's job performance information will be  
6 removed from the supervisor's working file following the completion of the  
7 annual performance evaluation, unless circumstances warrant otherwise.  
8 Supervisors who keep working files will ensure that they are maintained in a  
9 manner that preserves the confidentiality and security of the information  
10 consistent with Article 24.2.  
11

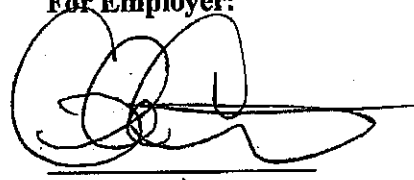
12 For Union:

13  
14  
15 

16 Date

17 7/28/06

For Employer:



Date

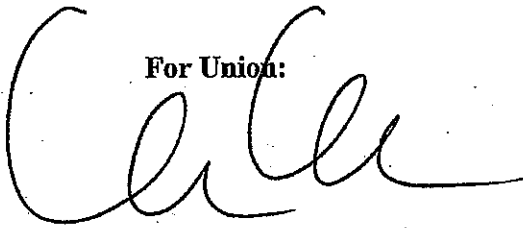
7/28/06

ARTICLE 30

**FITNESS FOR DUTY/REASONABLE ACCOMMODATION/  
DISABILITY SEPARATION**

The Employer will follow state and federal laws and the Washington Administrative Code with regard to reasonable accommodation and disability separation.

For Union:



Date

8/16/06

For Employer:



Date

8/16/06

**ARTICLE 31**  
**SENIORITY**

**31.1 Definition**

A. Seniority for full-time employees shall be defined as the employee's length of unbroken state service. Seniority for part-time or intermittent employees shall be based on actual hours worked. All time spent in leave without pay status shall be deducted from the calculation of seniority, except leave without pay of fifteen (15) consecutive calendar days or less will not affect an employee's seniority. When an employee is on leave without pay for more than fifteen (15) consecutive calendar days, the employee's seniority will not be affected when the leave without pay is taken for:

1. Military leave,
2. Workers' compensation,
3. Governmental service leave,
4. Educational leave, contingent upon successful completion of the coursework, and/or
5. Reducing the effects of layoff.

Time spent on a temporary layoff or when an employees work hours are reduced in accordance with Section 32.6 of Article 32, Layoff and Recall, shall not be deducted from the calculation of seniority. Employees who are separated from state service due to layoff, and are reemployed within two (2) years of their separation date or within 27 months for the Peace Corps shall not be considered to have a break in service.

1 B. For the purposes of layoffs, a maximum of five (5) years' credit will be  
2 added to the seniority of permanent employees who are veterans or to their  
3 unmarried widows or widowers, as provided for in RCW 41.06.133 (13).  
4

5 C. If two (2) or more employees have the same unbroken state service date,  
6 ties shall be broken in the following order:  
7

8 1. Longest continuous time in the bargaining unit;

9  
10 2. Longest continuous time within their current job classification;

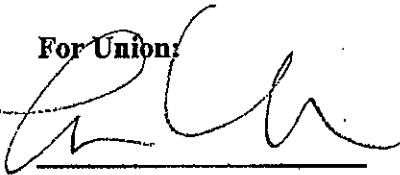
11  
12 2.3. Longest continuous time with the agency; and

13  
14 3.4. By lot  
15

16 ~~31.2 Application~~

17 ~~This Article will apply prospectively. Employees shall retain their current~~  
18 ~~unbroken state service date, which shall become their seniority date.~~  
19

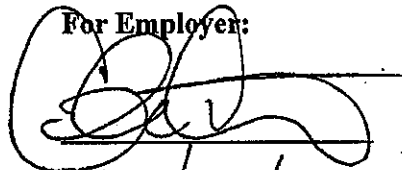
20  
21 For Union:

22 

23  
24 Date

25 7/26/06  
26

For Employer:



Date

7/26/06



**ARTICLE 32**

**LAYOFF AND RECALL**

**32.1** The Employer shall determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article. The Employer agrees to explore opportunities to avoid or minimize layoff, such as transfers, voluntary demotion, voluntary reduced work schedule, or voluntary leave without pay.

**32.2 Notification**

For other than layoffs from project employment and seasonal career employment, the Employer will notify the Executive Director of the Union of pending layoffs at least thirty (30) calendar days prior to the effective date of the reduction in force.

Permanent employees will receive notice per WAC 357-46-025 thru 030.

**32.3 Basis for Layoff**

Layoffs may occur for any of the following reasons:

A. Lack of funds

B. Lack of work

C. Good faith reorganization

D. Ineligibility to continue in a position that was reallocated

E. Termination of a project

- F. Fewer positions available than the number of employees entitled to such positions either by statute or other provision.

**32.4 Voluntary Layoff, Leave of Absence or Reduction in Hours**

Appointing authorities may allow an employee to volunteer to be laid off, take an unpaid leave of absence or reduce his or her hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an agency on unpaid leave at the same time, the appointing authority shall determine who will be granted a leave of absence and/or reduction in hours based upon staffing needs. Employees who volunteer to be laid off may request to participate in the General Government Transition Pool Program and/or have their names placed on the internal layoff list for the job classifications in which they held permanent status.

**32.5 Non-Permanent and Probationary Employees**

Permanent status employees will be offered positions occupied by non-permanent and probationary status employees in the same classification in the layoff unit prior to being laid off.

**32.6 Temporary Reduction of Work Hours or Layoff – Employer Option**

A. The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) per week for no more than one hundred twenty (120) calendar days in a calendar year due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary reduction of work hours.

B. The Employer may temporarily layoff an employee for up to thirty (30) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7)

1 | calendar days of a temporary layoff. Employees may use accrued vacation  
2 | leave or compensatory time during a period of temporary layoff unless the  
3 | basis for the layoff includes loss of funding or revenue shortfall.  
4 |

5 | C. An employee whose work hours are temporarily reduced or who is  
6 | temporarily laid off shall not be entitled to:

- 7 |
- 8 | 1. Be paid any leave balance,
  - 9 |
  - 10 | 2. Bump to any other position, or
  - 11 |
  - 12 | 3. Be placed on the internal layoff list.
  - 13 |

14 | D. The Employer shall continue to provide benefits in accordance with  
15 | Article 39, Health Care Benefit Amounts, and the employee will continue  
16 | to accrue vacation leave and sick leave in accordance with of this  
17 | Agreement.  
18 |

19 | **32.7 Layoff Units**

20 | A. A layoff unit is defined as the geographical entity or administrative/  
21 | organizational unit in each agency used for determining available options  
22 | for employees who are being laid off.  
23 |

24 | B. The layoff unit(s) for each agency covered by this Agreement are  
25 | described in Appendix B.  
26 |

27 | **32.8 Formal Options**

28 | A. Employees will be laid off in accordance with seniority, as defined in  
29 | Article 31, Seniority, and the skills and abilities of the employee.  
30 | Employees being laid off shall be provided the following options to  
31 | comparable positions in descending order within the layoff unit:

1. A funded vacant position for which the employee has the skills and abilities, within his or her current job classification.
2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within his or her current job classification.
3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as his or her current permanent position, within a job classification in which the employee has held permanent status.

Options will be provided in descending order of salary range and one progressively lower level at a time. Vacant positions will be offered prior to filled positions.

- B. Employees who are laid off may request to have their name placed on the layoff lists for the job classifications in which they have held permanent status.

### **32.9 Informal Options**

Employees being laid off may be offered funded vacant positions within their layoff unit provided they meet the skills and abilities required of the position and it is at the same or lower salary range as the position in which the employee currently holds permanent status.

### **32.10 Notification to Employees With Permanent Status**

- A. Except for temporary reduction in work hours and temporary layoffs as provided in Section 32.6, employees with permanent status shall receive

1 written notice at least fifteen (15) calendar days before the effective layoff  
2 date. The notice shall include the basis for the layoff and any options  
3 available to the employee. The Union shall be provided with a copy of the  
4 notice.

5  
6 B. Except for temporary reduction in work hours and temporary layoffs as  
7 provided in Section 32.6, if the Employer chooses to implement a layoff  
8 action without providing fifteen (15) calendar days notice, the employee  
9 shall be paid his or her salary for the days that he or she would have  
10 worked had full notice been given.

11  
12 C. Employees shall be provided five (5) calendar days to accept or decline, in  
13 writing, any option provided to them. This time period shall run  
14 concurrent with the fifteen (15) calendar days' notice provided by the  
15 Employer to the employee.

16  
17 D. The day that notification is given constitutes the first day of notice.

18  
19 **32.11 Salary**

20 Employees appointed to a position as a result of a layoff action shall have their  
21 salary determined as follows:

22  
23 A. Transfer or Bump

24 An employee who accepts a transfer or bumps to another position within  
25 his or her current job classification shall retain his or her current salary.

26  
27 B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position

28 An employee who bumps to another position with a lower salary range  
29 shall be paid an amount equal to his or her current salary provided it is  
30 within the salary range of the new position. In those cases where the  
31 employee's current salary exceeds the maximum amount of the salary

1 range for the new position, the employee shall be compensated at the  
2 maximum salary of the new salary range.

3  
4 C. Appointment from an Internal Layoff List

5 1. Employees who are appointed from an internal layoff list to a  
6 position with the same salary range from which they were laid off  
7 shall be paid the amount in which they were compensated when  
8 laid off plus any cost of living adjustments that occurred during the  
9 time they were laid off.

10  
11 2. Employees who are appointed from an internal layoff list to a  
12 position with a lower salary range than the position from which  
13 they were laid off shall be paid an amount equal to the salary they  
14 were receiving at the time they were laid off, provided it is within  
15 the salary range of the new position. In those cases where the  
16 employee's prior salary exceeds the maximum amount of the  
17 salary range for the new position, the employee shall be  
18 compensated at the maximum salary of the new salary range.

19  
20 **32.12 Transition Review Period**

21 A. Employees appointed to a comparable position with the same job duties as  
22 the position the employee held permanent status in prior to layoff shall not  
23 be required to serve a transition review period. The Employer determines  
24 the comparability of the position. The Employer shall require an employee  
25 to complete a six (6) month transition review period when the employee  
26 accepts a layoff option to a job classification in which he or she has:

- 27  
28 1. Not held permanent status,  
29 2. Been appointed from the General Government Transition Pool  
30 Program, or  
31 3. Been appointed from an internal layoff list.

1  
2 B. The Employer may extend a transition review period as long as the  
3 extension does not cause the total period to exceed twelve (12) months.  
4 Employees will receive a permanent appointment to the position upon  
5 successful completion of the transition review period.  
6

7 C. The Employer may separate an employee or an employee may voluntarily  
8 separate during the transition review period. Upon separation, and at the  
9 employee's request, the employee's name shall be placed on or returned to  
10 the internal layoff list. The employee shall remain on the list until such  
11 time as his or her eligibility expires or he or she has been rehired.  
12

13 **32.13 Recall**

14 A. The Employer shall maintain an internal layoff list for each job  
15 classification. Employees who are laid off may have their name placed on  
16 the list for the job classification from which they were laid off or bumped.  
17 Additionally, employees may request to have their name placed on the  
18 internal layoff list for other job classifications in which they have held  
19 permanent status. An employee will remain on internal layoff lists for two  
20 (2) years from the effective date of his or her layoff.  
21

22 B. When a vacancy occurs within an agency and when there are names on an  
23 internal layoff list, the Employer shall consider all of the laid-off  
24 employees by seniority, who have the skills and abilities to perform the  
25 duties of the position to be filled. An employee who is offered a position  
26 and refuses the offer shall have his or her name removed from the list.  
27  
28

29 **32.14 General Government Transition Pool Program**

30 Employees who are notified that they are at risk of being laid off or have been laid  
31 off may request their names be placed into the General Government Transition

1 Pool Program administered by the Department of Personnel. When a vacancy  
2 occurs within an agency, the Employer will consider employees in the General  
3 Government Transition Pool Program along with all other candidates, all of whom  
4 must have the skills and abilities to perform the duties of a position being filled.  
5

#### 6 **32.15 Project Employment**

7 A. Project employees have layoff rights within their project. Formal options  
8 will be determined using the procedure outlined in Section 32.8, above.  
9

10 B. Permanent status employees who left regular classified positions to accept  
11 project employment without a break in service have layoff rights within  
12 the agency in which they held permanent status to the job classification  
13 they held immediately prior to accepting project employment.  
14

15 C. Project employees who are separated from state service due to layoff and  
16 have not held permanent status in classified service may request their  
17 names be placed into the General Government Transition Pool Program.  
18 Upon layoff from the project, project employees who entered the project  
19 through the competitive process and remain in project status for two (2)  
20 years will be eligible to have their names placed on the internal layoff list  
21 for the classes in which permanent project status was attained. Bumping  
22 options will be limited to the project boundaries.  
23

#### 24 **32.16 Seasonal Career Employment**

25 A. Seasonal career employees have seasonal layoff rights within their agency  
26 to other seasonal career positions within their layoff unit as provided in  
27 Subsection C below. Employees shall be given no less than fifteen (15)  
28 calendar ~~two (2) working~~ days notice of a layoff.  
29

30 B. Formal options will be determined using the procedure outlined in Section  
31 32.8 above, to other seasonal career positions. Employees separated due



1 to layoffs shall be placed on a separate seasonal internal layoff list for the  
2 season in which they were laid off. Employees who have the skills and  
3 abilities to perform the duties of the position to be filled shall be recalled  
4 based on seniority for other seasonal career positions within the layoff  
5 unit.  
6

7 C. The layoff units for seasonal employees are listed in Appendix B.  
8  
9

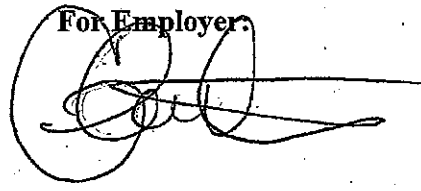
10 For Union:

11   
12

13 Date

14 8/22/06  
15

For Employer:



Date

8/22/06

**ARTICLE 33**  
**MANAGEMENT RIGHTS**

**33.1** The Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, shall include but not be limited to, the right to:

A. Determine the Employer's functions, programs, organizational structure and use of technology;

B. Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;

C. Direct and supervise employees;

D. Take all necessary actions to carry out the mission of the state and its agencies during emergencies;

E. Determine the Employer's mission and strategic plans;

F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;

G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;

H. Establish or modify the workweek, daily work shift, hours of work and days off;

I. Establish the method and means by which work performance standards are set, and the performance standards themselves, which include, but are not limited to, the priority, quality and quantity of work;

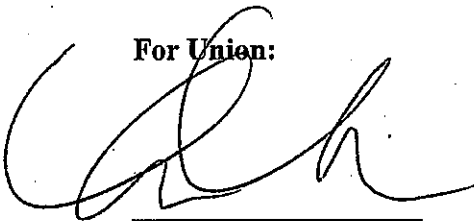
- 1
- 2 J. Establish, allocate, reallocate or abolish positions, and determine the skills
- 3 and abilities necessary to perform the duties of such positions;
- 4 K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer,
- 5 and lay off employees;
- 6
- 7 L. Determine, prioritize, modify and assign work to be performed;
- 8
- 9 M. Determine the need for and the method of scheduling, assigning,
- 10 authorizing and approving overtime;
- 11
- 12 N. Determine training needs, methods of training, employees to be trained,
- 13 and training programs to be offered;
- 14
- 15 O. Determine the reasons for and methods by which employees will be laid-
- 16 off; and
- 17
- 18 P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary
- 19 actions.
- 20

21 33.2 The Employer agrees that the exercise of the above rights shall be consistent with

22 the provisions of this Agreement.

23

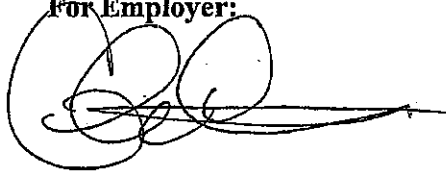
24 For Union:

25 

26 Date

27 7/28/06

24 For Employer:

25 

26 Date

27 7/28/06

## ARTICLE 34

### UNION - MANAGEMENT COMMUNICATION COMMITTEE

#### 34.1 Purpose

The Employer and the Union support the goal of a constructive and cooperative relationship.

A. A Statewide Master Agreement Committee will be established to discuss the administration of this Agreement.

B. Agency-level statewide Union-Management Communication Committees will be established to discuss and exchange agency specific information of a group nature and general interest to both parties.

#### 34.2 Committees

##### A. Statewide Master Agreement Committee

The Statewide Master Agreement Committee will be composed of up to ten (10) employee representatives selected by the Union and up to ten (10) employer representatives. Additional staff of the Union and the OFM/LRO may also attend. Committee meetings shall be conducted at least every six (6) months unless otherwise agreed upon.

##### B. Agency-wide Union Management Communication Committee

Agency-wide committees shall consist of up to four (4) employer representatives and up to four (4) employee representatives. Additional paid staff of the Union may also attend. The Employer and the Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted quarterly, unless agreed otherwise.

1  
2 **34.3 Participation**

3 A. The Union shall provide the Employer with the names of its committee  
4 members at least ten (10) calendar days in advance of the date of the  
5 meeting in order to facilitate the release of the employees.

6  
7 B. Employees attending committee meetings during their work time shall  
8 have no loss in pay. Attendance at meetings during employee's non-work  
9 time will not be compensated for or considered as time worked. The  
10 Union is responsible for paying the travel and per diem expenses of  
11 employee representatives.  
12

13 **34.4 Scope of Authority**

14 Committee meetings established under this Article will be used for discussions  
15 only, and the committee shall have no authority to conduct any negotiations,  
16 bargain collectively or modify any provision of this Agreement. The committees'  
17 activities and discussions shall not be subject to the grievance procedure in Article  
18 27.  
19  
20  
21

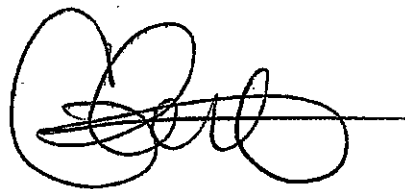
22 **For Union:**

23 

24  
25  
26  
27  
28 **Date**

8/22/06

**For Employer:**



**Date**

8/22/06

## ARTICLE 35

### UNION ACTIVITIES

#### 35.1 Representation

Upon request, employees will have the right to representation at all levels on any matter adversely affecting their conditions of employment. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

#### 35.2 Staff Representatives

A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of staff representatives and the geographic jurisdictions they are responsible for. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B. Staff representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the agency. In accordance with Section 35.4 below, staff representatives may also meet with bargaining unit employees in non-work areas during their meal periods, rest periods, and before and after their shifts.

#### 35.3 Job Representatives

A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of current job representatives and the office, facility or geographic jurisdiction within the

1 bargaining unit for which they are responsible. The Union will maintain  
2 the list. The Employer will not recognize an employee as a job  
3 representative if his or her name does not appear on the list.  
4

5 B. Job representatives will be granted time during their normal working hours  
6 to investigate and process grievances in accordance with Article 27,  
7 Grievance Procedure. In addition, job representatives will be provided  
8 reasonable time during their normal working hours to prepare for and  
9 attend meetings scheduled by management within the representatives'  
10 office, facility or geographic jurisdiction within the bargaining unit for the  
11 following representational activities:  
12

- 13 1. Investigatory interviews and pre-disciplinary meetings, in  
14 accordance with Article 26, Discipline, and/or  
15
- 16 2. Union Management Communication Committees and other  
17 committee meetings if such committees have been established by  
18 this Agreement.  
19

20 The job representative will obtain prior approval from his or her  
21 supervisor to prepare for and attend a meeting. Notification will include  
22 the approximate amount of time the representative expects the activity to  
23 take. Any agency business requiring the employee's immediate attention  
24 will be completed prior to attending the meeting. Time spent preparing  
25 for and attending meetings during the job representative's non-work hours  
26 will not be considered as time worked. Job representatives may not use  
27 state vehicles to travel to and from a work site in order to perform  
28 representational activities, unless authorized by the agency.  
29

30 C. If the amount of time a job representative spends performing  
31 representational activities is unduly affecting his or her ability to

1 accomplish assigned duties, the Employer will not continue to release the  
2 employee and the Union will be notified.  
3

4 **35.4 Use of State Facilities, Resources and Equipment**

5 A. Meeting Space and Facilities

6 The Employer's offices and facilities may be used by the Union to hold  
7 meetings, subject to the agency's policy, availability of the space and with  
8 prior authorization of the Employer.  
9

10 B. Supplies and Equipment

11 The Union and its membership will not use state-purchased supplies or  
12 equipment to conduct union business or representational activities. This  
13 does not preclude the use of the telephone for representational activities if  
14 there is no cost to the Employer, the call is brief in duration and it does not  
15 disrupt or distract from agency business.  
16

17 C. E-mail, Fax Machines, the Internet, and Intranets

18 The Union and its members will not use state-owned or operated e-mail,  
19 fax machines, the Internet, or intranets to communicate with one another.  
20 Employees may use state operated e-mail to request union representation.  
21 However, job representatives may use state owned/operated equipment to  
22 communicate with the Union and/or the Employer for the exclusive  
23 purpose of administration of this Agreement. Such use will:  
24

- 25 1. Result in little or no cost to the Employer;
- 26
- 27 2. Be brief in duration and frequency;
- 28
- 29 3. Not interfere with the performance of their official duties;
- 30
- 31 4. Not distract from the conduct of state business;



5. Not disrupt other state employees and will not obligate other employees to make a personal use of state resources; and

6. Not compromise the security or integrity of state information or software.

The Union and its job representatives will not use the above-referenced state equipment for Union organizing, internal Union business, advocating for or against the Union in an election or any other purpose prohibited by the Executive Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer and may be subject to public disclosure.

#### **35.5 Bulletin Boards**

The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with adequate bulletin board space in convenient places. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws, and identified as union literature. Union communications may not be posted in any other location in the agency.

#### **35.6 Time Off for Union Activities**

A. Union-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions. The employee's time off will not interfere with the operating needs of the agency as determined by management. If the absence is approved, the employees may use accumulated compensatory time, vacation leave, or personal holiday in accordance with Article 9, Holidays, instead of leave without pay. However, employees must use

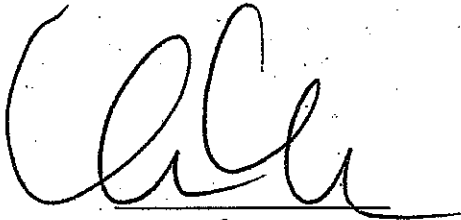
1 compensatory time prior to their use of vacation leave, unless the use  
2 would result in the loss of their vacation leave.  
3

4 B. The Union will give the Employer a written list of the names of the  
5 employees it is requesting attend the above-listed activities, at least  
6 fourteen (14) calendar days prior to the activity.  
7

8 **35.7 Temporary Employment With the Union**

9 With thirty (30) calendar days' notice, unless agreed otherwise, employees may  
10 be granted leave without pay to accept temporary employment with the Union of  
11 a specified duration, not to exceed six (6) months, provided the employee's time  
12 off will not interfere with the operating needs of the agency. The parties may  
13 agree to an extension of leave without pay up to an additional six (6) months. The  
14 returning employee will be employed in a position in the same job classification  
15 and the same geographical area, as determined by the Employer.  
16  
17

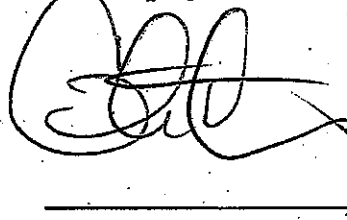
18 **For Union:**

19 

20  
21  
22 **Date**

23 8/22/06

**For Employer:**



**Date**

8/22/06

## ARTICLE 36

### UNION SECURITY

#### 36.1 Union Dues

When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee's salary an amount equal to the fees or dues required to be a member of the Union. The Employer will provide payments for all said deductions to the Union at the Union's official headquarters each pay period.

#### 36.2 Notification to Employees

The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive recognition and the union security provision. The Employer will furnish the employees appointed into bargaining unit positions with a dues authorization form.

#### 36.3 Union Security

All employees covered by this Agreement will, as a condition of employment either become members of the Union and pay membership dues or, as non-members, pay a fee as described in A, B, and C below, no later than the 30th day following the effective date of this Agreement or the beginning of their employment. If an employee fails to meet the conditions outlined below, the Union will notify the Employer and inform the employee that his or her employment may be terminated.

- A. Employees who choose not to become union members must pay to the Union, no later than the 30th day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Union.

1       B.     An employee who does not join the Union based on bona fide religious  
2             tenets, or teachings of a church or religious body of which they are  
3             members, shall make payments to the Union that are equal to its  
4             membership dues, less monthly union insurance premiums, if any. These  
5             payments will be used for purposes within the program of the Union that  
6             are in harmony with the employee's conscience. Such employees will not  
7             be members of the Union, but are entitled to all of the representational  
8             rights of union members.

9  
10       C.     The Union shall establish a procedure that any employee who makes a  
11             request may pay a representation fee equal to a pro rata share of collective  
12             bargaining expenses rather than the full membership fee.

13  
14       D.     If an employee fails to meet the agency shop provision outlined above, the  
15             Union will notify the Employer and inform the employee that his or her  
16             employment may be terminated.

17  
18    **36.4**    The Employer agrees to deduct the membership dues, agency shop fee, non-  
19             association fee, or representation fee from the salary of employees who request  
20             such deduction in writing. Such request will be made on a Union payroll  
21             deduction authorization card.

22  
23    **36.5    Dues Cancellation**

24             An employee may cancel his or her payroll deduction of dues by written notice to  
25             the Employer and the Union. The cancellation will become effective on the  
26             second payroll after receipt of the notice. However, the cancellation may cause  
27             the employee to be terminated, subject to 36.3, above.

1 **36.6 Status Reports**

2 A. Each month, the Employer will provide the Union a report in an electronic  
3 format of the following data, if maintained by the Employer, for  
4 employees in the bargaining unit and those who enter or leave the  
5 bargaining unit or who start or stop deductions:  
6

- 7 1. Name
- 8 2. Mailing address
- 9 3. Agency code Personnel area code and title
- 10 4. Work location Organization code and title
- 11 5. Classification code Job class code and job class title
- 12 6. Bargaining unit code Personnel sub-area code and title
- 13 7. Employee group and work contract type
- 14 8. Personnel number
- 15 9. Position number
- 16 10. Pay scale group
- 17 11. Pay scale level
- 18 12. Part-time percent
- 19 13. Unbroken service date
- 20 14. Special pay code
- 21 15. Salary amount
- 22 16. Effective date
- 23 17. Action type
- 24 18. Action type description
- 25 19. Action reason
- 26 20. Action reason description
- 27 21. Deduction start date
- 28 22. Deduction end date
- 29 23. Deduction code
- 30 24. Deduction amount
- 31

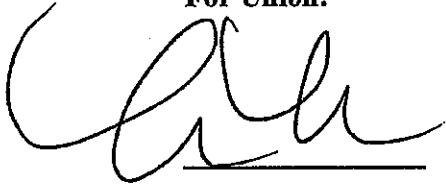
1 B. Information provided pursuant to this Section will be maintained by the  
2 Union in confidence according to the law.

3  
4 C. The Union will indemnify the Employer for any violations of employee  
5 privacy committed by the Union pursuant to this Section.  
6

7 **36.7 Indemnification**

8 The Employer shall be held harmless by the Union and employees for compliance  
9 with this Article and any issues related to the deduction of dues and fees.  
10  
11

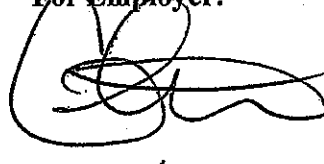
12 **For Union:**

13   
14

15 **Date**

16 8/22/06  
17

**For Employer:**

  
15

**Date**

8/22/06

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31

ARTICLE 37

CLASSIFICATION

37.1 Classification Plan Revisions

- A. The Employer will provide to the Union, in writing, any proposed changes to the classification plan including descriptions for newly created classifications and/or occupational categories. Such notice will be provided utilizing the Department of Personnel's Director's meeting agenda notice. The parties may then meet to discuss the assignment of new bargaining unit classes and/or occupational categories, or the reassignment of existing bargaining unit classes and/or occupational categories to pay ranges.
- B. The Employer will allocate or reallocate positions, including newly created positions, to the appropriate classification within the classification plan in accordance with WAC 357-13-055.

37.2 Position Review

Employee-Initiated Review

An individual employee who believes that the duties of his or her position have changed, or that his or her position is improperly classified, may request a review according to the following procedure:

- A. The employee will complete and sign the appropriate form.
- B. The employee will then send the completed form to the agency Human Resources Office. The agency Human Resources Office will review the completed form. A decision regarding appropriate classification will then be made by the agency within ninety (90) days from receipt of the request.

1 C. In the event the employee disagrees with the reallocation decision of the  
2 agency, he or she may appeal the agency decision to the Director of the  
3 Department of Personnel within thirty (30) calendar days of being  
4 provided the results of a position review or the notice of reallocation. The  
5 Director of the Department of Personnel will then make a written  
6 determination, which will be provided to the employee.

7  
8 D. The employee may only appeal the determination of the Director of the  
9 Department of Personnel to ~~the Personnel Appeals Board through~~  
10 ~~December 31, 2005, and to the Washington Personnel Resources Board~~  
11 ~~after December 31, 2005,~~ within thirty (30) calendar days of being  
12 provided the written decision of the Director of the Department of  
13 Personnel. The ~~appropriate~~ board will render a decision that will be final  
14 and binding.

15  
16 E. The effective date of a reallocation resulting from an employee's request  
17 for a position review is the date the request was filed with the Human  
18 Resources Office.

19  
20 **37.3 Effect of Reallocation**

21 A. Reallocation to a Class With a Higher Salary Range Maximum

- 22 1. If an employee has performed the higher-level duties for at least  
23 six (6) months and meets the skills and abilities required of the  
24 position, the employee will remain in the position and retain  
25 existing appointment status.
- 26  
27 2. If a reallocation is the result of a change in the duties of the  
28 position and the employee has not performed the higher-level  
29 duties for at least six (6) months, the Employer may promote the  
30 employee without competition as long as the employee meets the  
31 competencies and any other position requirements. The Employer



1 must give the employee the opportunity to compete for the  
2 position. If the employee is not selected for the position, or does  
3 not have the required skills and abilities, the layoff procedure  
4 specified in Article 32, Layoff and Recall, applies. If the employee  
5 is appointed, he or she must serve a trial service period.  
6

7 B. Reallocation to a Class with an Equal Salary Range Maximum

8 If an employee meets the skills and abilities requirements of the position,  
9 the employee remains in the position and retains existing appointment  
10 status. If an employee does not meet the skills and abilities requirements  
11 of the position, the layoff procedure specified in Article 32 of this  
12 Agreement applies. The Employer may consider providing an in-training  
13 appointment in accordance with WAC 357-19-245 and 260.  
14

15 C. Reallocation to a Class with a Lower Salary Range Maximum

16 If an employee meets the skills and abilities requirements of the position  
17 and chooses to remain in the reallocated position, the employee retains  
18 existing appointment status and has the right to be placed on the  
19 Employer's internal layoff list for the classifications that the employee has  
20 occupied with permanent status prior to the reallocation.  
21

22 **37.4 Salary Impact of Reallocation**

23 An employee whose position is reallocated will have his or her salary determined  
24 as follows:  
25

26 A. Reallocation to a Class with a Higher Salary Range Maximum

27 Upon appointment to the higher class, the employee's base salary will be  
28 increased as follows:  
29

- 30 1. Employees promoted to a position in a class whose range is less  
31 than six (6) ranges higher than the range of the former class will be

advanced to a step of the range for the new class, which is nearest to five percent (5%) higher than the amount of the pre-promotional step.

2. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class, which is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

B. Reallocation to a Class with an Equal Salary Range Maximum

The employee retains his or her previous base salary.

C. Reallocation to a Class with a Lower Salary Range Maximum

The employee will be paid an amount equal to his or her current salary, provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will continue to be compensated at the salary he or she was receiving prior to the reallocation downward, until such time as the employee vacates the position or his or her salary falls within the salary range.

~~37.5 Decisions regarding appropriate classification will not be subject to the grievance and arbitration procedure specified in Article 27 of this Agreement.~~

For Union:

Date

8/15/06

For Employer:

Date

8/15/06

ARTICLE 38

COMPENSATION

38.1 Pay Range Assignments

A. Effective July 1, 2007, each classification represented by the Union will continue to be assigned to the same salary range of the "Washington State Salary Schedule Effective July 1, 2006 through June 30, 2007" that it was assigned on June 30, 2007, except as provided for in sub-section 38.5. Effective July 1, 2007, each employee will continue to be assigned to the same range and step of the State Salary Schedule that he or she was assigned on June 30, 2007, except as provided for in sub-sections 38.1.D and 38.5.

B. Effective July 1, 2007, the "State Salary Schedule Effective July 1, 2006 through June 30, 2007" will remain in effect.

C. Effective July 1, 2007, all salary ranges and steps of the State Salary Schedule will be increased by 3.2%, as shown in Appendix A, attached.

D. Effective July 1, 2007, all employees who have been at Step K for one (1) year or more will progress to a new Step L of the State Salary Schedule as shown in Appendix E, attached.

E. Effective July 1, 2008, all salary ranges and steps of the State Salary Schedule which will become effective on July 1, 2007, will be increased by 2.0%, as shown in Appendix B, attached.

F. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsections C and E above.

1 will not receive the specified increase to their current pay unless the new  
2 range encompasses their current rate of pay.

3  
4 ~~Effective July 1, 2005, each classification represented by the Union will~~  
5 ~~continue to be assigned to the same salary range of the "Washington State~~  
6 ~~Salary Schedule for General Government and Higher Education —~~  
7 ~~Effective July 1, 2001" (State Salary Schedule) as it was assigned on June~~  
8 ~~30, 2005. Effective July 1, 2005, each employee will continue to be~~  
9 ~~assigned to the same range and step of the State Salary Schedule that he or~~  
10 ~~she was assigned on June 30, 2005.~~

11  
12 ~~B. Effective July 1, 2005, all salary ranges and steps of the State Salary~~  
13 ~~Schedule will be increased by 3.2%, as shown in Compensation Appendix~~  
14 ~~A, attached.~~

15  
16 ~~C. Effective July 1, 2006, all salary ranges and steps of the State Salary~~  
17 ~~Schedule which will become effective on July 1, 2005, will be increased~~  
18 ~~by 1.6% as shown in Compensation Appendix B, attached. This State~~  
19 ~~Salary Schedule will remain in effect for twelve (12) months.~~

20  
21 ~~D. Employees who are paid above the maximum for their range on the~~  
22 ~~effective date of the increase described in B and C above will not receive~~  
23 ~~the specified increase to their current pay unless the new range~~  
24 ~~encompasses their current rate of pay.~~

25  
26 **38.2 "SP" Pay Range Assignments**

27 A. ~~Effective July 1, 2005~~2007, each classification represented by the Union  
28 will continue to be assigned to the same salary range of the "SP Range  
29 Salary Schedule – Effective July 1, ~~2002~~2006" as it was assigned on June  
30 ~~30, 2005~~2007. ~~Effective July 1, 2005~~2007, each employee will continue

1 to be assigned to the same range and step of the "SP" Range Salary  
2 Schedule that he or she was assigned on June 30, ~~2005~~2007.

3  
4 B. Effective July 1, ~~2005~~2007, all salary ranges and steps of the "SP" Range  
5 Salary Schedule will be increased by 3.2%, as shown in Compensation  
6 Appendix C, attached.

7  
8 C. Effective July 1, ~~2006~~2008, all salary ranges and steps of the "SP" Range  
9 Salary Schedule ~~which will become~~that was effective on July 1, 2005  
10 2006 will be increased by ~~1-62.0%~~ 62.0% as shown in Compensation Appendix  
11 D, attached. ~~This "SP" Range Salary Schedule will remain in effect for~~  
12 ~~twelve (12) months.~~

13  
14 D. Employees who are paid above the maximum for their range on the  
15 effective date of the increases described in B and C above will not receive  
16 the specified increase to their current pay unless the new range  
17 encompasses their current rate of pay.

18  
19 **38.3 "V" Pay Range Assignments**

20 ~~Salary range adjustments for certificated staff of the School for the Deaf will~~  
21 ~~receive any adjustments made to the professional salary schedule at the~~  
22 ~~Vancouver School District #37 in accordance with RCW 72.40.028.~~

23 Certificated staff in the Teachers' Bargaining Unit at the Washington School for  
24 the Deaf will receive any salary adjustments made to the professional salary  
25 schedule in accordance with RCW 72.40.028.

26 Substitute teacher pay rates will be the same rate as the Vancouver School  
27 District.

28 Certificated staff may have their salary paid over a twelve-month period. Staff  
29 hired after the first scheduled day of school will receive a prorated salary, based  
30 on number of working days.  
31

1  
2  
3  
4 **38.4 One-Time Payment**

5 Employees who were insurance eligible for the month of June 2007 and are in a  
6 bargaining unit on July 1, 2007 will receive a one-time payment of seven hundred  
7 and fifty-six dollars (\$756.00). The payment will be dispersed on July 25, 2007.  
8

9 **38.5 Other Salary Increases**

10 **A. Classification Consolidation**

11 Pursuant to RCW 41.06.136 (2) (b), the Employer will provide an  
12 estimated eight million dollars (\$8,000,000) general fund-state to  
13 implement phase 4 of the Department of Personnel's Classification  
14 Consolidation Project.  
15

16 **B. Salary Survey**

17 Effective July 1, 2007, salaries for classifications found to be more than  
18 twenty-five percent (25%) behind prevailing rate, in accordance with the  
19 Department of Personnel's 2006 Salary Survey, will be brought to within  
20 twenty-five percent (25%) of prevailing rate.  
21

22 **C. Recruitment and Retention – Compression/Inversion – Increased**  
23 **Duties and Responsibilities – Inequities**

24 Effective July 1, 2007, targeted job classifications will be assigned to a  
25 higher salary range due to documented recruitment and retention  
26 difficulties, compression or inversion, increased duties and responsibilities  
27 or inequities.  
28

29 Job Classifications that qualify for increases under sub-sections 38.5, A, B and C  
30 will receive only that increase that grants the highest amount allotted under this  
31 section, except when adjustments are necessary due to class consolidation.

1 Employees will be assigned to the new range at their current step. Appendix E –  
2 WPEA General Government Salary Survey to 25% and Other Increases identifies  
3 the impacted job classifications and the salary range for which it will be assigned.  
4

5 **Classification Consolidation**

6 Pursuant to RCW 41.06.136 (2) (b), the Employer will provide an estimated five  
7 million dollars (\$5,000,000) general fund state to implement the initial phases of  
8 the Department of Personnel's Classification Consolidation Project.  
9

10  
11 **~~38.5 Salary Survey to 25% of Prevailing Rate~~**

12 ~~Effective July 1, 2005, salaries for classifications found to be more than 25%~~  
13 ~~behind prevailing rate, in accordance with the Department of Personnel's 2002~~  
14 ~~Salary Survey, will be brought to within 25% of prevailing rate as listed in~~  
15 ~~Appendix E.~~  
16

17 **38.6 Pay for Performing the Duties of a Higher Classification**

18 A. Employees who are temporarily assigned the full scope of duties and  
19 responsibilities for more than thirty (30) calendar days to a higher level  
20 classification whose range is less than six (6) ranges higher than the range  
21 of the former class will be notified in writing and will be advanced to a  
22 step of the range for the new class that is nearest to five percent (5%)  
23 higher than the amount of the pre-promotional step. The step increase  
24 becomes effective on the 31<sup>st</sup> day of performing the full scope of duties  
25 and responsibilities and is not applied retroactively. This does not apply to  
26 developmental job assignments.  
27

28 B. Employees who are temporarily assigned the full scope of duties and  
29 responsibilities for more than thirty (30) calendar days to a higher level  
30 classification whose range is six (6) or more ranges higher than the range  
31 of the former class will be notified in writing and will be advanced to a

1 step of the range for the new class that is nearest to ten percent (10%)  
2 higher than the amount of the pre-promotional step. The step increase  
3 becomes effective on the 31<sup>st</sup> day of performing the full scope of duties  
4 and responsibilities and is not applied retroactively. This does not apply to  
5 developmental job assignments.  
6  
7  
8

9 **38.7 Establishing Salaries for New Employees and New Classifications**

10 The Employer will assign newly hired employees to the appropriate range and  
11 step of the appropriate State Salary Schedules as described in Sections 38.1, 38.2,  
12 38.3 and 38., above.  
13

14 **38.8 Periodic Increases**

15 An employee's periodic increment date will be set and remain the same for any  
16 period of continuous service in accordance with the following:  
17

18 A. ~~For an employee hired prior to July 1, 2005, the employee's~~ All  
19 employees' current periodic increment dates are as of June 30, 2005 is  
20 retained. ~~Employees will receive a two (2) step increase to base salary~~  
21 ~~annually, on their periodic increment date, until they reach the top step of~~  
22 ~~the pay range.~~  
23

24 B. Employees who are hired on or after July 1, ~~2005~~ 2007, at the minimum  
25 step of their pay range will receive a two (2) step increase to base salary  
26 following completion of six (6) months of continuous service and the date  
27 they receive that increase will be the employee's periodic increment date.  
28 Thereafter, employees will receive a two (2) step increase annually, on  
29 their periodic increment date, until they reach the top of the pay range.  
30



1 C. Employees who are hired on or after July 1, ~~2005~~2007, above the  
2 minimum step of the pay range will receive a two (2) step increase to base  
3 salary following completion of twelve (12) months of continuous service  
4 and the date they receive that increase will be the employee's periodic  
5 increment date. Thereafter, employees will receive a two (2) step increase  
6 annually, on their periodic increment date, until they reach the top of the  
7 pay range.

8  
9 D. Employees who are appointed to another position with a different salary  
10 range maximum will retain their periodic increment date and will receive  
11 step increases in accordance with paragraphs A-C above.

12  
13 E. Seasonal career/cyclic employees periodic increment dates will be  
14 adjusted for time not worked.

15  
16 **38.9 Salary Increases to Enhance Recruitment or Address Retention**

17  
18 The employer may adjust an employee's base salary within their salary range to  
19 address issues that are related to recruitment, retention, or other business-related  
20 reasons.

21  
22 **38.9-38.10 Salary Assignment Upon Promotion**

23 A. Employees promoted to a position in a class whose range is less than six  
24 (6) ranges higher than the range of the former class will be advanced to a  
25 step of the range for the new class that is nearest to five percent (5%)  
26 higher than the amount of the pre-promotional step.

27  
28 B. Employees promoted to a position in a class whose range is six (6) or  
29 more ranges higher than the range of the former class will be advanced to  
30 a step of the range for the new class that is nearest to ten percent (10%)  
31 higher than the amount of the pre-promotional step.

1           C.     Geographic Adjustments

2           The appointing authority may authorize more than the step increases  
3           specified in Subsections A and B, above, when an employee's promotion  
4           requires a change of residence to another geographic area to be within a  
5           reasonable commuting distance of the new place of work. This increase is  
6           at the sole discretion of the appointing authority and is not subject to the  
7           grievance procedure as outlined in Article 27. Such an increase may not  
8           result in a salary greater than the range maximum.  
9

10    ~~38.10~~38.11—**Demotion**

11           An employee who voluntarily demotes to another position with a lower salary  
12           range maximum will be placed in the new range at a salary equal to his or her  
13           previous base salary. If the previous base salary exceeds the new range, the  
14           employee's base salary will be set equal to the new range maximum.  
15

16    ~~38.11~~38.12    **Transfer**

17           A transfer is defined as an employee-initiated move of an employee from a  
18           position to another position within or between agencies in the same class or a  
19           different class with the same salary range maximum. Transferred employees will  
20           retain their current base salary.  
21

22    ~~38.12~~38.13    **Reassignment**

23           Reassignment is defined as an agency-initiated move of an employee within the  
24           agency from one position to another in the same class or a different class with the  
25           same salary range maximum. Upon reassignment, an employee retains his or her  
26           current base salary.  
27

28    ~~38.13~~38.14    **Reversion**

29           Reversion is defined as voluntary or involuntary movement of an employee  
30           during the trial service period to the class the employee most recently held

1 permanent status in, to a class in the same or lower salary range, or separation  
2 placement onto the Employer's internal layoff list. Upon reversion, the base  
3 salary the employee was receiving prior to promotion will be reinstated.  
4

5 **38.1438.15 Elevation**

6 Elevation is defined as restoring an employee to the higher classification, with  
7 permanent status, which was held prior to being granted a demotion or to a class  
8 that is between the current class and the class from which the employee was  
9 demoted. Upon elevation, an employee's salary will be determined in the same  
10 manner that is provided for promotion, 38.910, above.  
11  
12

13 **38.1538.16 Part-Time Employment**

14 Monthly compensation for part-time employment will be prorated based on the  
15 ratio of hours worked to hours required for full-time employment. In the  
16 alternative, part-time employees may be paid the appropriate hourly rate for all  
17 hours worked.  
18

19 **38.1638.17 Callback**

20 A. Work Preceding or Following a Scheduled Work Shift

21 Overtime-eligible shift employees will be notified prior to their scheduled  
22 quitting time either to return to work after departing the worksite or to  
23 change the starting time of their next scheduled work shift.  
24

- 25 1. Lack of such notice for such work will be considered callback and  
26 will result in a penalty of three (3) hours of pay at the basic salary  
27 in addition to all other compensation due. This penalty will apply  
28 to each call.  
29

2. The Employer may cancel a callback notification to work extra hours at any time, but cancellation will not waive the penalty cited in this Subsection.

3. These provisions will not apply to the mid-shift interval in a split shift and an employee called back while in standby status.

**B. Work on Scheduled Days Off or Holidays**

The Employer may assign employees to work on a day off or holiday. Overtime-eligible employees will be notified of such assignments at least prior to the employees' normal quitting times on their second workday preceding the day off or holiday (except Sunday when it is within the assigned work shift).

1. If the Employer does not give such notice, affected employees will receive a penalty payment of three (3) hours pay at the basic salary in addition to all other compensation due them.

2. The Employer may cancel work assigned on a day off or holiday. However, if the Employer does not notify affected employees of such cancellation at least prior to their normal quitting times on their second work-day preceding the day off or holiday work assignment, affected employees will receive a penalty payment of three (3) hours pay at the basic salary.

These provisions will apply to employees on paid leave status.

**38.1738.18 Shift Premium**

A. For purposes of this Section, the following definitions apply:

1. Evening shift is a work shift of eight (8) or more hours which ends at or after 10:00 p.m.

2. Night shift is a work shift of eight (8) or more hours which begins by 3:00 a.m.

B. Effective July 1, 2007 A-a basic shift premium of sixty cents (\$0.50-60) per hour will be paid to full-time employees and effective July 1, 2008 a basic shift premium of sixty-five cents (\$0.65) per hour will be paid to full-time employees under the following circumstances:

1. Regularly scheduled evening and night shift employees are entitled to shift premium for all hours worked.

2. Regularly scheduled day shift employees are not entitled to shift premium unless:

a. The employee's regular or temporary scheduled work shift includes hours after 6:00 p.m. and before 6:00 a.m. where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for those hours actually worked after 6:00 p.m. and before 6:00 a.m.

b. The employee is temporarily assigned a full evening or night shift where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for all evening or night shift hours worked in this circumstance.

1           3.     Employees regularly scheduled to work at least one (1), but not all,  
2                 evening and/or night shifts are entitled to shift premium for those  
3                 shifts. Additionally, these employees are entitled to shift premium  
4                 for all hours adjoining that evening or night shift which are  
5                 worked.

6  
7           C.     Part-time and on-call employees will be entitled to basic shift premium  
8                 under the following circumstances:

9  
10           1.     For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.

11  
12           2.     For assigned full evening or night shifts, as defined in Subsection  
13                 B.2, above.

14  
15           D.     In cases where shift premium hours are regularly scheduled over a year,  
16                 agencies may pay shift premium at a monthly rate that is equal for all  
17                 months of the year. Monthly rates will be calculated by dividing twelve  
18                 (12) into the amount of shift premium an employee would earn in a year if  
19                 the hourly rules in Subsection B.2 were applied.

20  
21           E.     When an employee is compensated for working overtime during hours for  
22                 which shift premium is authorized in this Section, the overtime rate shall  
23                 be calculated using the "regular rate."

24  
25           F.     Employees eligible for shift premium for their regularly scheduled shifts  
26                 will receive the same proportion of shift premium for respective periods of  
27                 authorized paid leave and for holidays not worked which fall within their  
28                 regularly scheduled shift.

29  
30    **38.1838.19   Split Shift**

1 When an employee's assigned work shift is split with a minimum of four (4)  
2 intervening hours not worked, the employee will receive the premium rate set in  
3 the shift premium rate designated in Subsection 38.17-18 B. The provisions of  
4 Subsections 38.17-18 D, E and F will apply to employees working split shifts.

5  
6 **38.1938.20 Standby**

7 A. An overtime eligible employee is in standby status while waiting to be  
8 engaged to work by the Employer and both of the following conditions  
9 exist:

- 10  
11 1. The employee is required to be present at a specified location or is  
12 immediately available to be contacted. The location may be the  
13 employee's home or other specific location, but not a work site  
14 away from home. When the standby location is the employee's  
15 home, and the home is on the same state property where the  
16 employee works, the home is not considered a work site.  
17  
18 2. The agency requires the employee to be prepared to report  
19 immediately for work if the need arises, although the need might  
20 not arise.

21  
22 B. Standby status will not be concurrent with work time.

23  
24 C. Employees reporting to work while in standby status are not entitled to  
25 callback compensation as provided in Article 38.17.

26  
27 DE. When the nature of a work assignment confines an employee during off  
28 duty hours and that confinement is a normal condition of work in the  
29 employee's position, standby compensation is not required merely because  
30 the employee is confined.  
31

1        ED.    Employees on standby status will be compensated at a rate of seven  
2                   percent (7%) of their hourly base salary for time spent in standby status.

3  
4        FE.    Employees dispatched to emergency fire duty as defined by RCW  
5                   38.52.010 are not eligible for standby pay.

6  
7        ~~38.20~~ 38.21    **Relocation Compensation**

8            A.    The Employer may authorize lump sum relocation compensation, within  
9                   existing budgetary resources, under the following conditions:

10  
11                   1.    When it is reasonably necessary that a person make a domiciliary  
12                   move in accepting a reassignment or appointment; or

13  
14                   2.    It is necessary to successfully recruit or retain a qualified candidate  
15                   or employee who will have to make a domiciliary move in order to  
16                   accept the position.

17  
18            B.    If the employee receiving the relocation payment terminates or causes  
19                   termination of his or her employment with the state within one (1) year of  
20                   the date of employment, the state will be entitled to reimbursement for the  
21                   moving costs that have been paid and may withhold such sum as necessary  
22                   from any amounts due the employee. Termination as a result of layoff or  
23                   disability separation will not require the employee to repay the relocation  
24                   compensation.

25  
26        ~~38.21~~ 38.22    **Salary Overpayment Recovery**

27            A.    When an agency has determined that an employee has been overpaid  
28                   wages, the agency will provide written notice to the employee, which will  
29                   include the following items:

30  
31                   1.    The amount of the overpayment



1  
2           2.     The basis for the claim

3  
4           3.     The rights of the employee under the terms of this Agreement.

5  
6       B.     Method of Payback

7           1.     The employee must choose one of ~~has the~~ following options for  
8                 paying back the overpayment:

9  
10            ~~1.~~a. Voluntary wage deduction

11  
12            ~~2.~~b. Cash

13  
14            ~~3.~~c. Check

15  
16           2.     The employee will ~~have the option to~~ repay the overpayment over  
17                 a period of time equal to the number of pay periods during which  
18                 the overpayment was made, unless a longer period is agreed to by  
19                 the employee and the agency.

20  
21           3.     If the employee fails to choose one of the three options described  
22                 above, within the timeframe specified in the agency's written  
23                 notice of overpayment, the agency will deduct the overpayment  
24                 owed from the employee's wages. This overpayment recovery  
25                 shall take place over a period of time equal to the number of pay  
26                 periods during which the overpayment was made.

27  
28       C.     Appeal Rights

29           Any dispute concerning the occurrence or amount of the overpayment will  
30           be resolved through the grievance procedure in Article 27 of this  
31           Agreement.

Any overpayment amount still outstanding at separation of employment will be deducted from the employee's final pay.

**38.2238.23 Assignment Pay Provisions**

Assignment pay is a premium added to base salary and is intended to be used only as long as the skills, duties, or circumstances it is based on are in effect.

A. The Employer may grant assignment pay to a position to recognize specialized skills, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for the premium.

B. Classes approved for assignment pay have the letters "AP" appearing after their class title in the compensation plan.

**38.2338.24 Dependent Care Salary Reduction Plan**

The Employer agrees to maintain the current dependent care salary reduction plan that allows eligible employees, covered by this Agreement, the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by Federal tax law or regulation.

**38.2438.25 Pre-tax Health Care Premiums**

The Employer agrees to provide eligible employees with the option to pay for the employee portion of health premiums on a pretax basis as permitted by Federal tax law or regulation.

**38.2538.26 Medical/Dental Expense Account**

1 ~~Effective January 2006, the~~The Employer agrees to allow insurance eligible  
2 employees, covered by the Agreement, to participate in a medical and dental  
3 expense reimbursement program to cover co-payments, deductibles and other  
4 medical and dental expenses, if employees have such costs, or expenses for  
5 services not covered by health or dental insurance on a pretax basis as permitted  
6 by Federal tax law or regulation.

7  
8 ~~Employees whose regular work schedule entitles them to shift premium will be~~  
9 ~~paid shift premium while on extended duty assignment.~~

10  
11 **38.26-38.27 Fire Duty Compensation – Department of Natural Resources**

12 A. Compensation for Typical Fire Suppression Duties:

13 Department of Natural Resources (DNR) employees performing fire  
14 suppression duties or other emergency duties when they are working under  
15 the incident command system will be compensated as follows:

16  
17 1. While performing emergency work under the incident command  
18 system an employee's work is not exempt from the Fair Labor  
19 Standards Act. Emergency work performed under the incident  
20 command system will be compensated in compliance with federal  
21 law and the terms of this Article.

22  
23 2. ~~Employees who are dispatched to emergency response duty under~~  
24 ~~the incident command system shall be on a contingency schedule~~  
25 ~~consisting of the first eight (8) hours worked on a workday (ten~~  
26 ~~(10) hours for an employee with a 4-10 schedule). Upon return to~~  
27 ~~normal duties following release from emergency response duty,~~  
28 ~~employees shall resume their non-contingency normal~~  
29 ~~schedule.~~For those hours worked under the incident command  
30 system, <sup>Two (2)</sup>~~one~~ dollar (\$2.00)\* is added to an employee's regular rate  
31 in lieu of all other forms of additional compensation including but

1 not limited to call-back, standby, stand down, shift differential,  
2 split shift differential, assignment pay and schedule change, and  
3 pay for rest periods less than five (5) hours.

4  
5 3. ~~Employees required to "stand down" when arriving at a fire site~~  
6 ~~before the end of their non-contingency normal schedule work~~  
7 ~~shift shall be retained in pay status through the remaining hours~~  
8 ~~corresponding to their non-contingency normal schedule work~~  
9 ~~shift.~~

10  
11 ~~If due to fatigue or work scheduling in a fire suppression situation,~~  
12 ~~an employee is not permitted to work a regular work schedule on a~~  
13 ~~work day, the employee will be retained in a non-leave pay status~~  
14 ~~until the employee has earned that work day the equivalent of eight~~  
15 ~~(8) hours at the straight time rate (or the equivalent of ten (10)~~  
16 ~~hours at the straight time rate for an employee on a 4-10~~  
17 ~~schedule). Employees will be paid at one and one-half (1 ½ ) times~~  
18 ~~the sum of their regular hourly rate plus~~ <sup>Two @</sup> ~~one~~ <sup>one</sup> ~~dollar (\$2.00)\* for~~  
19 ~~those hours worked in excess of forty (40) hours in a workweek as~~  
20 ~~a result of wild fire suppression and/or other emergency duties~~  
21 ~~performed under the incident command system. For purposes of~~  
22 ~~this subsection, the regular hourly rate does not include any~~  
23 ~~allowable exclusions specified in Section 7.1.D of Article 7,~~  
24 ~~Overtime.~~

25 \* Note: If any other labor organization representing DNR  
26 employees negotiates the same practice but at an amount greater  
27 than one dollar (\$2.00), then this amount will be increased to equal  
28 the greater amount.

29  
30 4. ~~While on emergency response duty, employees who are receiving overtime~~  
31 ~~compensation and who continue working at the end of one~~

1 ~~workday into the next workday shall receive overtime~~  
2 ~~compensation for all subsequent work performed until released~~  
3 ~~from duty for a period of at least five (5) consecutive hours.~~

4  
5 ~~5. Rest periods of less than five (5) consecutive hours while on emergency~~  
6 ~~response duty shall be paid as directed rest at the appropriate rate.~~  
7 ~~Rest periods include stand down.~~

8  
9 B. Compensation When Deployed to a Spike Camp

10 When deployed to a spike camp, employees will be considered on 24-hour  
11 duty. Pursuant to the Fair Labor Standards Act (FLSA), bona fide meal  
12 periods and a bona fide scheduled sleeping period of up to eight (8) hours  
13 are excluded from paid time, provided adequate sleeping facilities are  
14 furnished and the uninterrupted sleep period is at least five (5) hours.

15  
16 When an employee is deployed by incident command staff to a spike  
17 camp, the spike camp is a closed satellite camp with limited and variable  
18 support facilities, but provides, at a minimum, hot meals and adequate  
19 sleeping facilities.

20  
21 C. Compensation for Coyote Status:

22 When deployed to coyote status, employees will be considered in 24-hour  
23 pay status and paid accordingly without excluding bona fide meal periods  
24 or sleep periods. An employee is in coyote status when deployed by  
25 incident command staff and required to remain in remote and primitive  
26 conditions near the fire line and cannot return to any base or spike camp at  
27 the end of the work shift.

28  
29 D. Callback Penalty Compensation

30 1. ~~The following callback penalty compensation is in lieu of callback~~  
31 ~~in Section 38.16.~~

2. ~~For employees with an appointment to a position for which, prior to July 1, 2005, callback penalty was paid when the employees began to perform emergency response duty under the incident command system after their scheduled quitting time on a scheduled work day, a single callback penalty payment equivalent to three (3) hours of straight time pay will be paid if the employees begin to perform emergency work after their scheduled quitting time on a scheduled work day. This provision applies separately to each emergency incident unless responding to more than one incident from the same camp.~~

3. ~~For employees with an appointment to a position for which, prior to July 1, 2005, callback penalty was paid when the employees were dispatched to emergency response duty under the incident command system on a scheduled day off, a callback penalty payment equivalent to three (3) hours of straight time pay will be paid for the first scheduled day off on which they perform emergency work after dispatch to an incident. Thereafter, a callback penalty payment equivalent to one (1) hour of straight time pay will be paid for each subsequent scheduled day off on which they perform emergency work on the same incident. This provision applies separately to each emergency incident unless responding to more than one (1) incident from the same camp.~~

ED. Article 18, "Wild Fire Suppression and Other Emergency Duty", sets forth additional provisions pertaining to fire duty.

For Union:

Date

8/25/06

For Employer:

Date

8/25/06

1 **ARTICLE 39**

2 **HEALTH CARE BENEFITS AMOUNTS**

3  
4 **39.1** The Employer will contribute an amount equal to eighty-eight percent (88%) of  
5 the total weighted average of the health care premium for each bargaining unit  
6 member each month, as determined by the Public Employees Benefits Board  
7 annually for benefits in calendar year 2008 and calendar year 2009, respectively.  
8

9 **39.2** The Employer will pay the entire premium costs for each bargaining unit  
10 employee for basic life, basic long-term disability and dental insurance coverage.  
11

12 **39.3** The Employer will set aside \$20,000,000 in the public employees' and retirees'  
13 insurance account to be used only for the benefit of the Employer and  
14 proportionately for represented and non-represented employees in the event the  
15 health care costs increase more than the trends assumed under this agreement; and  
16 this account will not be used to expand benefits or to reduce the average employee  
17 share of medical insurance premium cost for the total weighted average of the  
18 health care premium to less than twelve percent (12%).  
19

**ARTICLE 40**  
**AVIATION INSURANCE**

The Employer agrees to provide insurance as authorized by RCW 41.01.120 for employees required to engage in aircraft flights as a condition of their employment in the same manner and amount provided to other employees of the agency.

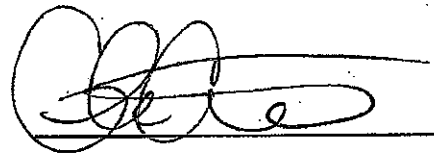
**For Union:**



**Date**

7/24/06

**For Employer:**



**Date**

7/24/06



**ARTICLE 41**  
**VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATIONS**  
**(VEBA)**

41.1 The Employer will provide to eligible employees covered by this agreement a medical expense plan ~~that~~ as authorized by RCW 41.04.340. The medical expense plan must meet the requirements of the Internal Revenue Code.

41.2 As a condition of participation, the medical expense plan provided shall require that each covered eligible employee sign an agreement with the Employer. The agreement shall include the following provisions.

A. A provision to hold the Employer harmless should the United States government find that the Employer or the employee is indebted to the United States as a result of:

1. The employee not paying income taxes due on the equivalent funds placed into the plan, or
2. The Employer not withholding or deducting a tax, assessment, or other payment on funds placed into the plan as required by federal law.

B. A provision to require each covered eligible employee to forfeit remuneration for accrued sick leave at retirement if the employee is covered by a medical expense plan and the employee refuses to sign the required agreement.

For Union:

Date

7/24/06

For Employer:

Date

7/24/06

## **Article 42**

### **Teachers Bargaining Unit at Washington School for the Deaf**

1.1 Prior to May 31<sup>st</sup>, the Superintendent will provide WPEA with a draft list of common school closures, beginning and ending dates of the school year, winter and spring vacations. The Superintendent, or designee, and union representatives shall make an effort to coordinate other calendar issues to facilitate educationally and fiscally sound calendars. This process should be finalized by May ~~June~~ 15<sup>th</sup>. The calendar of teacher duty days will not be altered without prior notice and consultation with the Union, except in emergency situations.

The Union will be informed prior to May 15<sup>th</sup> 31<sup>st</sup> when any of the following changes occur in the WSD school calendar:

- The beginning date of school changes by more than four (4) days.
- Any change in normal holiday times or days.
- A change in the total number of ~~standard~~ calendar workdays, except in emergency situations.

1.2 The calendar will reflect one (1) per-service mandatory duty day scheduled in the week preceding the commencement of the academic year, and up to nine (9) Open houses for teachers to meet with Student Life Counselors which will be held on Fridays from 2:00 to 4:00 pm. The rate of pay for these duties will be the hourly extra pay rate set by the Vancouver School District for an eight (8) hour day, exclusive of lunch break.

1.3 Teachers shall not be routinely required and scheduled to provide more than an average of 315 minutes of formal student contact instructional time per day, per week. Other mutually determined daily work scheduling shall be

developed annually. A minimum of 30 minutes duty-free lunch period daily will be scheduled for each bargaining unit member. Reasonable teacher relief periods will be incorporated into each daily schedule.

1.4 With prior approval, employees in the Teachers Bargaining Unit at the

Washington School for the Deaf will earn exchange time for:

IEP meetings outside the regular workday;

MDT meetings outside the normal workday;

Hours spent outside of regular work hours for All Star Night and/or meetings with parents/guardians; and

Other activities outside the regular workday as provided by Supervisor.

1.5 The previous year's exchange time can be carried over to the current fiscal year but not to subsequent fiscal years.

1.6 The use of exchange time will be pre-approved by the supervisor who will consider date and time of use as it relates to:

- Student Safety
- Substitute availability
- Teacher absenteeism in the program

1.7 The regular on-site workday is eight (8) continuous hours, Monday through

Thursday, and 6.5 continuous hours on Friday for regular workdays as

published on the WSD school calendar.

Annually (12) → (12)

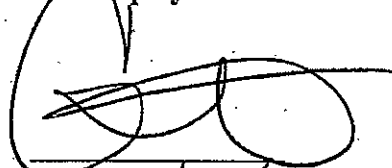
For Union



Date

8/23/06

For Employer



Date

8/23/06

**ARTICLE 43**  
**STRIKES**

Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform his or her official duties.

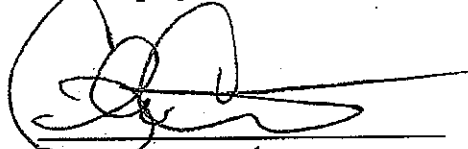
**For Union:**



**Date**

7/24/06

**For Employer:**



**Date**

7/24/06

**ARTICLE 44**  
**ENTIRE AGREEMENT**

44.1 This Agreement constitutes the entire agreement and any past practice or agreement between the parties prior to July 1, 2005, whether written or oral, is null and void, unless specifically preserved in this Agreement.

44.2 With regard to ~~WACs 356 and~~ WAC 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.

44.3 This Agreement supersedes specific provisions of ~~institution-agency~~ policies with which it conflicts.

44.4 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, EXCEPT if the Employer intends to make a change in a mandatory subject of bargaining that is not addressed in this Agreement, the Employer will notify the Union and, if requested, engage in collective bargaining.

For Union:

Date

8/25/06

For Employer:

Date

8/25/06

ARTICLE 45

SAVINGS CLAUSE

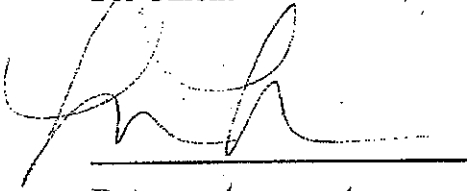
1  
2  
3  
4  
5 45.1 If any court or board of competent jurisdiction finds any article, section or portion  
6 of this Agreement to be unlawful or invalid, the remainder of the Agreement shall  
7 remain in full force and effect. If such a finding is made, the parties agree to  
8 make themselves available to negotiate a substitute for the invalid article, section  
9 or portion.

10  
11 45.2 If it is determined by the ~~Employer~~Department of Personnel (consistent with the  
12 ~~intent of RCW 41.80.906~~) that the new-SAP Human Resource Management  
13 System cannot support within its capacity, ~~scope,~~ and budget the implementation  
14 of any provision of this Agreement by July 1, 20052007, the parties will reopen  
15 that subject and engage in bargaining.  
16

**ARTICLE 46**  
**PRINTING OF AGREEMENT**

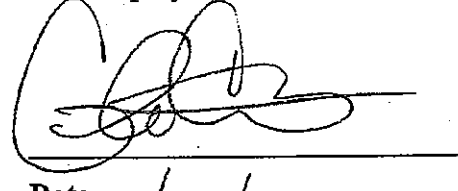
Each party shall be responsible for the printing and distribution of this Agreement to their respective constituents. The Employer will post this Agreement on the appropriate web sites and provide a copy to the Union in electronic format, on compact disc (CD).

**For Union:**



**Date** 7/24/06

**For Employer:**



**Date** 7/24/06

**ARTICLE 47**  
**DURATION**

47.1 All provisions of this Agreement will become effective July 1, 2005~~2007~~, and will remain in full force and effect through June 30, ~~2007~~2009.

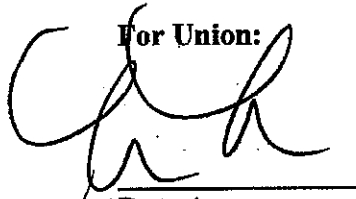
47.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2006~~2008~~, and no later than February 28, ~~2006~~2008. Negotiations will begin at a time agreed upon by the parties.

47.3 The authority to negotiate supplemental agreements or Memoranda of Understanding rest within the Labor Relations Office of the Office of Financial Management (OFM). In the event the Labor Relations Office of OFM delegates the authority to negotiate supplemental agreements or Memoranda of Understanding to an agency during the term of this agreement, the following will apply:

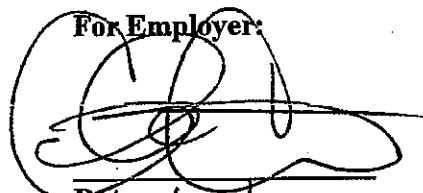
A. All supplemental agreements or Memoranda of Understanding will be considered tentative agreements until approved by the Labor Relations Office of OFM; and

B. No supplemental agreements or Memoranda of Understanding may be entered into which conflicts with this Agreement without the approval of the Labor Relations Office of OFM.

For Union:

  
Date  
7/28/06

For Employer:

  
Date  
7/28/06



**APPENDIX B**  
**LAYOFF UNITS**

**1. Department of Agriculture**

Each of the following constitutes a layoff unit.

**A. Food Safety Program**

The Food Safety Program will constitute a separate layoff unit.

**B. Eastern Washington Pesticide Management**

Eastern Washington Pesticide Management will constitute a separate layoff unit.

**C. Chemical & Hop Laboratory**

The Chemical & Hop Laboratory will constitute a single layoff unit.

**D. Microbiology Laboratory**

The Microbiology Laboratory will constitute a separate layoff unit.

If no option is available within the layoff unit, the unit expands to the agency statewide.

**2. Department of Fish and Wildlife**

~~Each Program headed by an Assistant Director shall constitute a separate layoff unit.~~ The following will constitute separate layoff units:

**A. All classified support staff.**

**B. Programs headed by an Assistant Director, except all classified support staff.**

**C. Director's office, except all classified support staff.**

A reasonable commute for layoff purposes is considered to be approximately a thirty-five (35) mile radius from the employee's permanent duty station. If no option is available within a reasonable commute, the search expands to statewide within the layoff unit. If no option is available in the state within the layoff unit, the unit expands to the agency statewide.

**3. Department of Licensing**

~~The department is separated into one (1) layoff unit of headquarters staff and seven (7) layoff units of field staff. These layoff units are described as follows. The Dealer Investigator Bargaining Unit within the Department of Licensing is separated into three (3) units.~~

Northwest Layoff Unit

Dealer Services Investigator Bargaining Unit staff in King County and counties to the North.

Southwest Layoff Unit

Dealer Services Investigator Bargaining Unit staff in Pierce County and counties to the South.

Eastern Layoff Unit

Dealer Services Investigator Bargaining Unit staff in Eastern Washington counties.

~~A. Headquarters Layoff Unit~~

~~— The headquarters staff located in offices in Olympia, Tumwater and Lacey.~~

~~B. Geographic Layoff Units~~

~~1. Layoff Unit 1~~

~~Field office staff located in Clark, Cowlitz, Grays Harbor, Lewis,  
Mason, Pacific, Skamania, Thurston and Wahkiakum Counties.~~

~~2. Layoff Unit 2~~

~~Field office staff located in Kitsap and Pierce Counties.~~

~~3. Layoff Unit 3~~

~~Field office staff located in King County.~~

~~4. Layoff Unit 4~~

~~Field office staff located in Benton, Columbia, Franklin, Kittitas,  
Klickitat, Walla Walla and Yakima Counties.~~

~~5. Layoff Unit 5~~

~~Field office staff located in Adams, Asotin, Ferry, Garfield, Pend  
Oreille, Spokane, Stevens and Whitman Counties.~~

~~6. Layoff Unit 6~~

~~Field office staff located in Chelan, Douglas, Grant, Lincoln and  
Okanogan Counties.~~

~~7. Layoff Unit 7~~

~~Field office staff located in Clallam Island, Jefferson, San Juan,  
Skagit, Snohomish and Whatcom Counties.~~

~~If there are no options available in A or B, the Department statewide shall be  
considered layoff unit.~~

**4. Department of Natural Resources**

The agency is designated as a single layoff unit, except as follows:

1       A.     For seasonal employees whose positions require residency within a local  
2             unit, the layoff unit is the local unit to which the position is assigned.

3  
4       B.     For seasonal employees whose position has no residency requirement, the  
5             layoff unit is

- 6
- 7             •     The district within which the position is assigned; or
- 8
- 9             •     The region excluding district positions, if the position is within the  
10            region but not assigned to a district; or
- 11
- 12            •     The division, if the position is assigned to a division.
- 13

14    **5.     Department of Retirement Systems**

15            The agency is designated as a single layoff unit.

16

17    **6.     Department of Revenue**

18            Layoff units will be by order as follows:

19

20       A.     Geographic Regions.

21            The geographic region in which the employee's permanent workstation is  
22            located shall be considered the layoff unit. Geographic regions are as  
23            follows:

- 24
- 25            1.     Capitol Region
- 26                Thurston county
- 27
- 28            2.     Puget Sound Region
- 29                King, Kitsap, Pierce, Snohomish, and Whatcom counties.
- 30
- 31            3.     Southwest/Peninsula Region
- 32                Clallam, Clark and Grays Harbor counties.

4. Eastern Washington Region  
Benton, Chelan, Spokane, and Yakima counties.

5. Out-of-State Region  
Out-of-State auditors residing out of state.

B. Statewide

If no option is available within the geographic region layoff unit, the department statewide shall be considered the layoff unit.

7. **Liquor Control Board**

The layoff unit shall first be within a forty (40) mile radius of an employee's duty station. If no options are available the Agency statewide shall be considered the layoff unit.

8. **Military Department**

The agency is designated as the single layoff unit.

9. **School for the Deaf**

The agency is designated as the single layoff unit.

~~10. Washington State Lottery~~

~~The layoff unit will be:~~

~~A. Headquarters Unit~~

~~The headquarters staff located.~~

~~B. Regional Units~~

~~The regional staff in each regional office. (Spokane, Yakima, Seattle, Olympia, Vancouver and Everett).~~

C. ~~Statewide~~

~~If no option is available within the geographic region layoff unit, the  
Agency statewide will be considered the layoff unit.~~

**101. Washington State Patrol**

The layoff unit shall first be district wide in which the position is located, and if  
no options are available, then to the agency statewide.

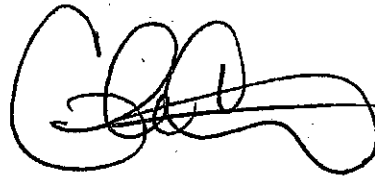
**For Union:**



Date

8/22/06

**For Employee:**



Date

8/22/06

**COMPENSATION APPENDIX F****ASSIGNMENT PAY**

Updated June 2004

Following is a list of classes for which assignment pay (AP) has been approved by the WPRB in accordance with WAC 356-15-125. Assignment Pay (AP) is granted in recognition of assigned duties which exceed ordinary conditions. The "premium" is stated in ranges or a specific dollar amount. If stated in ranges, the number of ranges would be added to the base range of the class. The "reference number" indicates the specific conditions for which AP is to be paid.

Group A indicates those classes which have been granted assignment pay; Group B indicates those assigned duties granted AP which are not class specific; Group C applies only to Ref #29.

| Class Title                  | Class Code | Premium  | Reference# |
|------------------------------|------------|----------|------------|
| <b><u>GROUP A</u></b>        |            |          |            |
| Aircraft Pilot 1             | 73480      | 4 ranges | <u>7</u>   |
| Aircraft Pilot 2             | 73500      | 4 ranges | <u>7</u>   |
| Assistant State Auditor 3    | 13540      | 4 ranges | <u>33</u>  |
| Assistant State Auditor 4    | 13560      | 4 ranges | <u>33</u>  |
| Bridge Engineer 1            | 66400      | 4 ranges | <u>22</u>  |
| Bridge Engineer 2            | 66410      | 4 ranges | <u>22</u>  |
| Bridge Engineer 3            | 66420      | 4 ranges | <u>22</u>  |
| Bridge Engineer 4            | 66430      | 4 ranges | <u>22</u>  |
| Bridge Engineer 5            | 66440      | 4 ranges | <u>22</u>  |
| Bridge Engineer 7            | 66451      | 4 ranges | <u>22</u>  |
| Bridge Engineer Supervisor 1 | 66450      | 4 ranges | <u>22</u>  |
| Bridge Technician 1          | 66380      | 4 ranges | <u>22</u>  |
| Bridge Technician 2          | 66385      | 4 ranges | <u>22</u>  |
| Carpenter                    | 70150      | 2 ranges | <u>31</u>  |

|   |                       |                      |                      |
|---|-----------------------|----------------------|----------------------|
| Construction and Maintenance Superintendent 1               | 70600                 | 2 ranges             | <u>31</u>            |
| Construction and Maintenance Supervisor                     | 70550                 | 2 ranges             | <u>31</u>            |
| Correctional Officer 2                                      | 39050                 | See Ref.             | <u>23</u>            |
| Correctional Sergeant                                       | 39070                 | See Ref.             | <u>23</u>            |
| Custodian 1   | <del>83190</del> 678I | 4 ranges             | <u>9</u>             |
| Equipment Operator A  | 71180                 | 4 ranges             | <u>12</u>            |
| <del>Equipment Operator B</del> Heavy<br>Equipment Operator | 71190                 | 4 ranges             | <u>12</u>            |
| Ferry Operator Assistant                                    | 71820                 | See Ref.             | <u>5</u>             |
| Fish & Wildlife <u>Enforcement</u> Officer 1                | 41140388A             | 4 ranges             | <u>7</u>             |
| Fish & Wildlife <u>Enforcement</u> Officer 2                | 41141388B             | 4 ranges             | <u>7</u>             |
| Fish & Wildlife <u>Enforcement</u> Officer 3                | 41142388<br>C         | 4 ranges             | <u>7</u>             |
| Fish & Wildlife <u>Enforcement</u> Sergeant                 | 41143388-<br>D        | 4 ranges             | <u>7</u>             |
| <del>General Repairer</del> Maintenance<br>Mechanic 1       | <del>70090</del> 626J | 2 ranges             | <u>31</u>            |
| <del>Liquor Store Clerk</del>                               | 06280                 | <del>2 hrs/day</del> | <u>13</u>            |
| Liquor Store Manager 1                                      | 06360                 | 2 ranges             | <u>15</u>            |
| Liquor Store Manager 2                                      | 06400                 | 2 ranges             | <u>15</u>            |
| Maintenance Technician 1                                    | 71070                 | See Ref.             | <u>5, 16, 22, 36</u> |
| Maintenance Technician 2                                    | 71090                 | See Ref.             | <u>5, 16, 22, 36</u> |
| Maintenance Technician 3                                    | 71110                 | See Ref.             | <u>5, 22</u>         |
| Maintenance Lead Technician                                 | 71150                 | See Ref.             | <u>5, 22</u>         |
| Maintenance Technician 1, Bridge                            | 71340                 | See Ref.             | <u>5, 21, 22</u>     |
| Maintenance Technician 2, Bridge                            | 71360                 | See Ref.             | <u>5, 21, 22</u>     |
| Maintenance Lead Technician, Bridge                         | 71380                 | See Ref.             | <u>5, 21, 22</u>     |



|  |                      |          |               |
|--|----------------------|----------|---------------|
| Maintenance Specialist <del>Mechanic 3</del> | <del>71250626L</del> | See Ref. | <u>5</u>      |
| Maintenance Supervisor, Bridge               | 71400                | See Ref. | <u>21, 22</u> |
| Mental Health Technician 1                   | 56650                | 2 ranges | <u>11</u>     |
| Mental Health Technician 2                   | 56670                | 2 ranges | <u>11</u>     |
| Mental Health Technician 3                   | 56690                | 2 ranges | <u>11</u>     |
| PBX Chief Operator                           | 02160                | 2 ranges | <u>4</u>      |
| Psychiatric Security Attendant               | 56560                | 2 ranges | <u>11</u>     |
| Rest Area Attendant                          | 83140                | 4 ranges | <u>36</u>     |
| Revenue Auditor 1                            | 15280                | 4 ranges | <u>10</u>     |
| Revenue Auditor 2                            | 15300                | 4 ranges | <u>10</u>     |
| Revenue Auditor 3                            | 15320                | 4 ranges | <u>10</u>     |
| Revenue Auditor 4                            | 15330                | See Ref. | <u>10, 30</u> |
| Security Guard 2                             | 83602                | 4 ranges | <u>34</u>     |
| Security Guard 3                             | 83620                | 4 ranges | <u>34</u>     |
| <del>Sign Installation Specialist</del>      |                      |          |               |
| <del>4</del> <u>Maintenance Specialist 2</u> | <del>71231596I</del> | See Ref. | <u>5</u>      |
| <del>Sign Installation Specialist</del>      |                      |          |               |
| <del>2</del> <u>Maintenance Specialist 3</u> | <del>71232596J</del> | See Ref. | <u>5</u>      |
| Trades Helper                                | <del>70070626I</del> | 2 ranges | <u>31</u>     |
| Transportation Engineer 1                    | 66120                | 4 ranges | <u>14</u>     |
| Transportation Engineer 2                    | 66140                | See Ref. | <u>14, 22</u> |
| Transportation Engineer 3                    | 66160                | See Ref. | <u>14, 22</u> |
| Transportation Engineer 4                    | 66180                | 4 ranges | <u>22</u>     |
| Transportation Engineer 5                    | 66200                | 4 ranges | <u>22</u>     |
| Transportation Technician 1                  | 66060                | See Ref. | <u>14, 22</u> |
| Transportation Technician 2                  | 66080                | See Ref. | <u>14, 22</u> |
| Transportation Technician 3                  | 66100                | See Ref. | <u>14, 22</u> |

|                |           |          |           |
|----------------|-----------|----------|-----------|
| Truck Driver 1 | 73100632I | 4 ranges | <u>12</u> |
| Truck Driver 2 | 73120     | 4 ranges | <u>12</u> |

| Class Title                                   | Class Code | Premium         | Reference# |
|---|------------|-----------------|------------|
| <b><u>GROUP B</u></b>                         |            |                 |            |
| Asbestos Workers (Certified)                  |            | 4 ranges        | <u>20</u>  |
| <u>Business Analyst (Technology Projects)</u> |            | <u>2 ranges</u> | <u>40</u>  |
| Clerical Crime Lab Support (WSP)              |            | 2 ranges        | <u>25</u>  |
| CSR Team and SIR Team (WSP)                   |            | 3 percent       | <u>27</u>  |
| Dual Language Requirement                     |            | 2 ranges        | <u>18</u>  |
| Drive Kenworth Truck (SOS)                    |            | 4 ranges        | <u>8</u>   |
| Patient Transport (DSHS)                      |            | 4 ranges        | <u>17</u>  |
| Patient Resident Supervision (DSHS)           |            | 2 ranges        | <u>1</u>   |
| Pesticide Sprayers (DOT)                      |            | 4 ranges        | <u>16</u>  |
| Resident Transportation (DVA)                 |            | Trk.Dr. Rate    | <u>19</u>  |
| SCUBA Diving Requirement                      |            | \$7.50/hour     | <u>3</u>   |
| Emergency Spill Response Team (ECOL)          |            | See Ref.        | <u>24</u>  |

**REFERENCE #1:** Within Department of Social and Health Services For supervision, training, and counseling of mentally retarded residents or mental patients or Juvenile Rehabilitation Institution Residents of Department of Corrections offenders Basic salary range plus two ranges. (Eff. 7/69; Rev. 7/78, 12/78, 10/79, 4/98, 1/02)

**REFERENCE #2:** For full-time assignment to forklift operations. Basic salary range plus \$10.00 a month shall be paid to employees in this class. (Eff. 7/69)

**REFERENCE #3:** For required SCUBA diving. Basic salary range plus \$7.50 per diving hour to employees in any class but Master Diver (92900). (Eff. 7/69; Rev. 7/78)

**REFERENCE #5:** For assigned operation of highway equipment rated above the employee's classification. Basic salary range plus the hourly difference between the top step of the Maintenance Technician 3 class and the top step of the salary range representing a four-range increase over the Maintenance Technician 3 class. Employees operating this equipment shall be paid for actual operations that continue for at least one hour. Equipment operation that lasts for less than one continuous hour shall not qualify the operator for premium pay. Employees operating this equipment in a bona fide training assignment are not entitled to the higher rate. (Eff. 7/75; Rev 7/78, 10/79, 1/91)

**REFERENCE #6:** Applicable only to the Military Department, Emergency Management Division. Employees assigned as duty officers outside of their regular work shift will receive an hourly salary of \$8.50. (Eff. 12/93)

**REFERENCE #7:** Within the Department of Fish and Wildlife only. Combines with base salary as total pay for 171-hour, 28-day work period. See 356-15-030(4)(D). (Eff. 12/85; Rev. 12/89; 12/97)

**REFERENCE #9:** For full-time assignment to a floor care crew and the operation of heavy duty floor cleaning and waxing equipment. Basic salary range plus two ranges. Basic salary range plus two ranges will be paid to designated working supervisor of floor crew. (Rev. 10/79, 1/01, 9/01)

**REFERENCE #10:** Basic salary range plus four ranges shall be paid to Department of Revenue employees in Revenue Auditor classifications which are permanently assigned to maintain an office at an out-of-state location or are on a one-year roving assignment out-of-state. (Eff. 7/69)

**REFERENCE #12:** Employees assigned to operate equipment above this level shall be compensated four ranges above their base rate, and shall be credited with a minimum of four hours at the higher rate on each day they operate the higher level equipment. (Eff. 6/84)

**REFERENCE #13:** ~~In addition to pay for all hours worked, 0.2 hours pay for each day the employee is in charge of the store for the last two hours of operation or for opening the store alone. (Eff. 7/84; Rev. 11/97)~~

**REFERENCE #14:** For all hours worked when assigned to bridge painting inspection duties which involve climbing and work in exposed positions at heights from which an employee might fall 30 feet or more; excludes work on bridges or overpasses within areas protected by walls or guardrails. Basic salary range plus four ranges. (Eff. 11/85)

**REFERENCE #15:** Basic salary range plus two ranges for each full day an employee is formally assigned to train one or more Liquor Store Managers from other stores. (Eff. 11/85)

**REFERENCE #18:** Employees in any position whose current, assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one or more foreign languages, American Sign Language, or Braille, provided that proficiency or formal training in such additional language is not required in the specifications for the job class. Basic salary plus two additional ranges. (Rev. 5/92)

**REFERENCE #20:** Basic salary plus four ranges for certified asbestos workers while they are required to wear and change into or out of full-body protective clothing and pressurized respirator. (Eff. 5/89)

**REFERENCE #21:** Basic salary plus four ranges for a minimum of four hours per working day when assigned to perform repairs or maintenance on the Tacoma Narrows Bridge excluding routine maintenance or roadway, sidewalks, railing, bridge approaches, signs, etc. (Eff. 7/89)

**REFERENCE #22:** Basic salary plus four ranges for a minimum of four hours per working day while either operating an under-bridge inspection truck (UBIT) from the bucket or while serving as back-up operator on the bridge deck. (Eff. 2/91; Rev. 10/97, 3/02)

**REFERENCE #25:** Basic salary plus two additional ranges for crime lab support staff performing evidence handling activities. (Eff. 9/91)

**REFERENCE #26:** While driving fish-hauling trucks off station to transport fish or to deliver truck for authorized maintenance, the employee shall advance to the same letter step in the range for: Truck Driver 1 for trucks rated at or exceeding 22,000 pounds G.V.W., (or a 3/4 ton truck or 1 ton truck or larger in combination with a trailer/tank at or exceeding 22,000 pounds G.V.W.); Truck Driver 2, if the truck exceeds 28,000 pounds G.V.W. The advanced pay level shall be for a one (1) hour minimum and thereafter on an hour-for-hour basis for all hours for which the vehicle is assigned. (Eff. 1/91; Rev. 9/91)

**REFERENCE #27:** Assignment pay in the amount of three percent of the employee's current monthly salary shall be paid to designated forensic scientist of the Washington State Patrol assigned to either the Crime Scene Response Team and/or Statewide Incident Response Team. (Eff. 5/94; Rev. 6/98)

**REFERENCE #29:** Upon review and approval from the Department of Personnel, up to four ranges payable to employees in any position located where the cost of living impacts the agency's ability to recruit and/or retain employees which would severely impair the effective operation of the agency. In extraordinary circumstances, where more than ten percent is required, a unique assignment pay range will be used. (Eff. 5/01)

**REFERENCE #30:** Basic salary range plus two ranges shall be paid to Department of Revenue employees permanently assigned to the Computer Assisted Audit Program Unit and are responsible for the retrieval and analysis of electronic data in addition to the development of statistical sampling plans and the evaluations of results. (Eff. 3/01)

**REFERENCE #31:** For each day the employee is assigned specific duties performing exterior sandstone maintenance which requires the use of scaffolding or safety harnesses above the first floor. Basic salary plus two ranges. (Eff. 9/01)

**REFERENCE #34:** Basic salary range plus four ranges shall be paid to Washington Military Department employees that are qualified and required to carry a firearm while on duty. (Eff. 7/02)

**REFERENCE #35:** Basic salary plus two ranges for each day that an eligible employee is assigned the role of the Presiding Steward for the Washington Horse Racing Commission. (Eff. 9/03)

Note: The current Racing Steward incumbents' have Y-rated salaries. These employees will not be eligible to receive this assignment pay as long as their Y-rated salaries exceed the base salary of the Racing Steward plus two ranges.

**REFERENCE #36:** Basic salary range plus four ranges while performing back flow valve testing. (Eff. 5/03)

**REFERENCE #40:** Payable to staff who participate in developing new technology and technology projects that are enhancing existing services/applications through their experience as a business analyst end user. A business analyst uses their business knowledge and insights to collaborate with information technology staff on development projects to apply technology to a business. This assignment pay is applicable on a specific project basis only. The scope of this assignment pay is intended for the duration of the development and testing of the new technology. Basic salary plus two ranges.

#### **GROUP C ASSIGNMENT PAY REPORT**

Assignment Pay Reference #29 allows the Department of Personnel to authorize an increase to positions located where the cost of living impacts the agency's ability to recruit and/or retain employees.

| Agency<br>Class Code                                | Class Title           | Number of<br>Positions | Location        | Approved<br>Increase |
|---|-----------------------|------------------------|-----------------|----------------------|
| <b>ATTORNEY GENERAL</b>                             |                       |                        |                 |                      |
| 10800   | Legal Secretary 1     | 21                     | Seattle         | 4 ranges             |
| 01820   | Legal Secretary 2     | 27                     | Seattle         | 4 ranges             |
| 01821   | Legal Secretary 3     | 10                     | Seattle         | 4 ranges             |
| <b>DEPT. OF CORRECTIONS</b>                         |                       |                        |                 |                      |
| 5367S   | Pharmacist            | 8                      | Statewide       | 10 ranges            |
| 5368S   | Pharmacist Supervisor | 7                      | Statewide       | 10 ranges            |
| <b>DEPT. OF LABOR AND INDUSTRIES</b>                |                       |                        |                 |                      |
| 10800   | Legal Secretary 1     | 5                      | Seattle         | 4 ranges             |
| 01820   | Legal Secretary 2     | 3                      | Seattle         | 4 ranges             |
| 01821   | Legal Secretary 3     | 1                      | Seattle         | 4 ranges             |
| <b>DEPARTMENT OF SOCIAL<br/>AND HEALTH SERVICES</b> |                       |                        |                 |                      |
| 70200   | Plumber               | 2                      | Fircrest School | 7 ranges             |

|       |                           |    |                 |           |
|-------|---------------------------|----|-----------------|-----------|
| 70250 | Steamfitter               | 1  | Fircrest School | 7 ranges  |
| 70370 | Electrician               | 2  | Fircrest School | 11 ranges |
| 72950 | Electronics Technician    | 1  | Fircrest School | 7 ranges  |
| 75120 | Stationary Engineer 2     | 7  | Fircrest School | 7 ranges  |
| 75140 | Stationary Engineer 3     | 1  | Fircrest School | 7 ranges  |
| 75570 | Plant Mechanic Supervisor | 1  | Fircrest School | 7 ranges  |
| 5367S | Pharmacist                | 5  | Statewide       | 10 ranges |
| 5373S | Pharmacist, Clinical      | 22 | Statewide       | 10 ranges |
| 5368S | Pharmacist Supervisor     | 1  | Statewide       | 10 ranges |

**DEPT. OF TRANSPORTATION**

|       |                           |    |                  |          |
|-------|---------------------------|----|------------------|----------|
| 71070 | Maintenance Tech. 1       | 2  | Northwest Region | 4 ranges |
| 71090 | Maintenance Tech. 2       | 10 | Northwest Region | 4 ranges |
| 71110 | Maintenance Tech. 3       | 6  | Northwest Region | 2 ranges |
| 71150 | Maintenance Lead Tech.    | 4  | Northwest Region | 2 ranges |
| 71170 | Maintenance Supervisor    | 3  | Northwest Region | 4 ranges |
| 71231 | Sign Instal. Supervisor 1 | 2  | Northwest Region | 6 ranges |
| 71232 | Sign Instal. Supervisor 2 | 4  | Northwest Region | 2 ranges |

**DEPT. OF TRANSPORTATION**

|       |                                |    |              |          |
|-------|--------------------------------|----|--------------|----------|
| 66160 | Transportation Engineer 3      | 2  | Seattle      | 4 ranges |
| 71300 | Bridge Tender                  | 4  | Everett      | 1 range  |
| 71400 | Maintenance Supervisor, Bridge | 1  | Everett      | 4 ranges |
| 71070 | Maintenance Tech. 1            | 3  | Everett      | 2 ranges |
| 71340 | Maintenance Tech. 1, Bridge    | 1  | Everett      | 2 ranges |
| 71360 | Maintenance Tech. 2, Bridge    | 7  | Everett      | 2 ranges |
| 71380 | Maintenance Lead Tech., Bridge | 2  | Everett      | 4 ranges |
| 71300 | Bridge Tender                  | 11 | Bellevue     | 2 ranges |
| 71340 | Maintenance Tech. 1, Bridge    | 10 | Bellevue     | 4 ranges |
| 71360 | Maintenance Tech. 2, Bridge    | 12 | Bellevue     | 4 ranges |
| 71380 | Maintenance Lead Tech., Bridge | 6  | Bellevue     | 4 ranges |
| 71420 | Maint. Sup., Float Bridge      | 2  | Bellevue     | 4 ranges |
| 12030 | Fiscal Technician              | 3  | Bellevue     | 4 ranges |
| 01024 | Secretary Supervisor           | 2  | Bellevue     | 4 ranges |
| 71070 | Maintenance Tech. 1            | 11 | Bellevue     | 4 ranges |
| 71090 | Maintenance Tech. 2            | 30 | Bellevue     | 4 ranges |
| 71110 | Maintenance Tech. 3            | 5  | Bellevue     | 2 ranges |
| 71150 | Maintenance Lead Tech.         | 15 | Bellevue     | 2 ranges |
| 71170 | Maintenance Supervisor         | 4  | Bellevue     | 4 ranges |
| 71250 | Maintenance Spec., Tr          | 6  | Bellevue     | 2 ranges |
| 71270 | Tunnel Maint., Sup.            | 1  | Bellevue     | 4 ranges |
| 61870 | Right of Way Agent 2           | 1  | Headquarters | 2 ranges |

Tentative Agreement

August 25, 2006

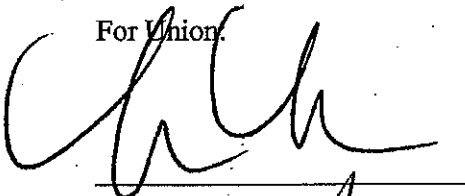
Page 9 of 9

|       |                          |    |                    |          |
|-------|--------------------------|----|--------------------|----------|
| 61800 | Right of Way Agent 3     | 6  | Headquarters       | 4 ranges |
| 61890 | Right of Way Agent 4     | 13 | Headquarters       | 3 ranges |
| 61870 | Right of Way Agent 2     | 1  | Olympic Region     | 2 ranges |
| 61800 | Right of Way Agent 3     | 18 | Olympic Region     | 4 ranges |
| 61890 | Right of Way Agent 4     | 6  | Olympic Region     | 3 ranges |
| 61860 | Right of Way Agent 1     | 9  | Northwest Region   | 1 range  |
| 61870 | Right of Way Agent 2     | 20 | Northwest Region   | 2 ranges |
| 61800 | Right of Way Agent 3     | 18 | Northwest Region   | 4 ranges |
| 61890 | Right of Way Agent 4     | 12 | Northwest Region   | 3 ranges |
| 71090 | Maintenance Tech. 2      | 6  | Northwest Region   | 4 ranges |
| 61800 | Right of Way Agent 3     | 6  | Pierce/Thurston Co | 4 ranges |
| 61890 | Right of Way Agent 4     | 2  | Pierce/Thurston Co | 3 ranges |
| 71150 | Maintenance Lead Tech    | 2  | Northwest Region   | 2 ranges |
| 71231 | Sign Instal Specialist 1 | 1  | Northwest Region   | 1 range  |

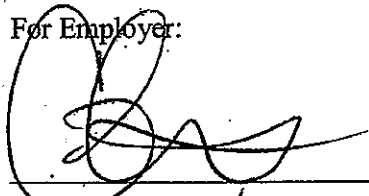
Updated: 3/17/04

412

For Union:

  
Date: 8/25/06

For Employer:

  
Date: 8/25/06

**COMPENSATION APPENDIX G**  
**SPECIAL PAY RANGES AND NOTES**

**SPECIAL PAY RANGES**

~~WAC 356-15-130 states that these~~ These ranges are used to equal or approximate prevailing rate practices found in private industry or other governmental units. An affected class is identified by a letter designation following the basic salary range number or by a letter designation preceding a number. In the latter case, a special salary schedule will be used for such classes.

**"E" RANGE:** This range is used for classes having a prevailing pay range, which is shorter than a standard range. An "E" range is a standard range with the first four steps removed. The first step is the same as Step E of the standard range having the same range number. Periodic increases are made at the same intervals as through standard ranges.

**"G" RANGE:** This range is used for classes having a prevailing pay range which is shorter than Washington's standard ranges. A "G" range is a standard range with the first six steps removed. Thus, the first step of such a range is the same as Step G of the standard range having the same range number. Periodic increases through the steps of this range are made at the same intervals as through standard ranges, i.e., a two-step increase after six months at Step G and two annually thereafter up to the maximum step of the range.

~~"I" RANGE: This range is ten ranges higher than the range approved for lottery district sales representative and it may be applied only to those classifications. Use of this range is limited to sales incentive programs which: (a) may not exceed thirteen weeks for any program; (b) may not exceed four programs in any consecutive twelve months; (c) require achievement of specific goals which are set for each program by the lottery, such goals to be in excess of normal performance standards for the class.~~

~~The lottery is authorized to compensate individual employees on the "I" range for not more than three months as a result of any one sales incentive program, with the number of months stipulated in the incentive program announcement. Within these limits, movement of any employee to and from the "I" range will be at the discretion of the lottery, and shall be from and to the same step, subject to change by the employee's periodic increment date.~~

**"J" RANGE:** This range is a single rate per hour equivalent to range 62, step K. Use is limited to lottery employees who volunteer and are selected for lottery drawing duty as one of the following: (a) The lottery drawing official (LDO); (b) the lottery security official (LSO); or (c) the headquarters drawing official (HDO), as described under lottery procedures.

Employees performing these functions during their normal working shift will not be eligible for "J" range compensation. Employees performing these functions outside of



1 ~~their shift will be compensated by the "J" rate on an hourly basis with a two hour~~  
2 ~~minimum per drawing period.~~

3 For Union:

4   
5  
6

7 Date: 8/25/06

For Employer:



Date: 8/25/06